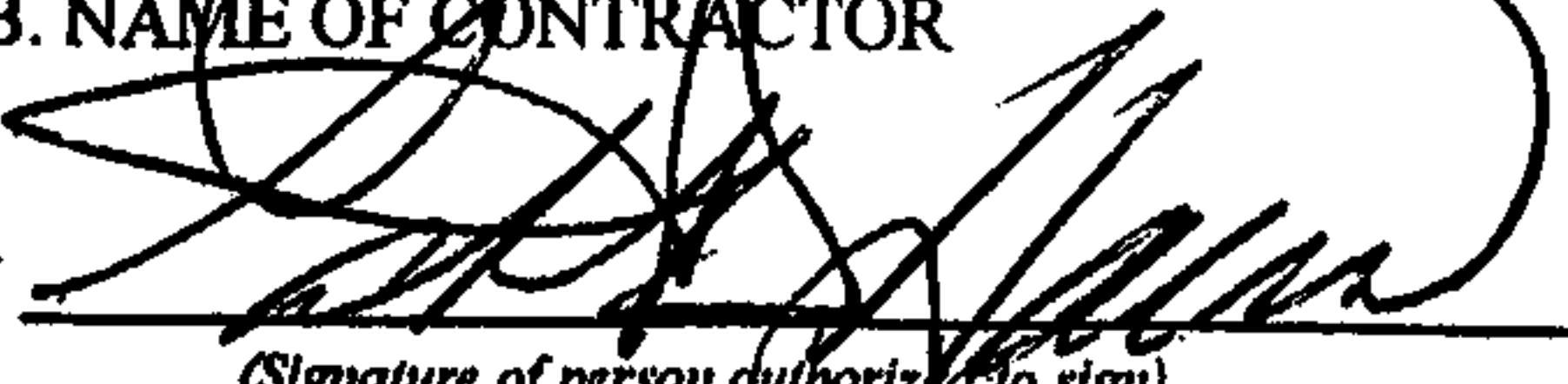
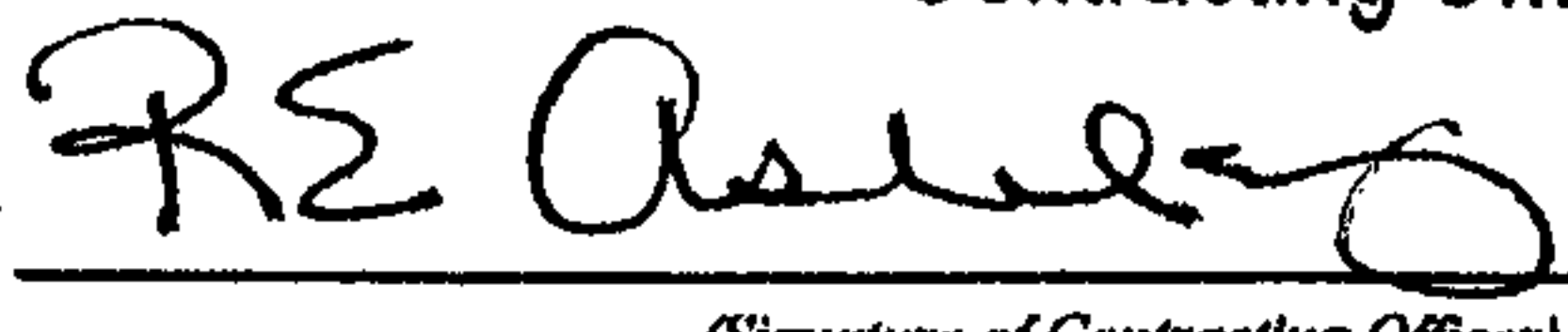




AWARD/CONTRACT		1. TYPE OF ORDER L ER DPAS (15 CFR 350)		6 RATING DX-C9		PAGE OF PAGES 1 27		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-02-C-0037		3. EFFECTIVE DATE 01 Apr 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.				
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		6. ADMINISTERED BY (If other than Item 5) DEFENSE CONTRACT MANAGEMENT AGENCY OXNARD, GVOWO 4111 SAN PEDRO ST., SUITE 1 PORT HUENEME CA 93043-4410		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)				
				9. DISCOUNT FOR PROMPT PAYMENT				
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12		
CODE 1DB04		FACILITY CODE						
11. SHIP TO/MARK FOR SEE SCHEDULE		CODE		12. PAYMENT WILL BE MADE BY DFAS-INDIANAPOLIS CENTER 8899 EAST 56TH ATTN: DFAS-FFV/IS INDIANAPOLIS IN 46249-1500		CODE HQ0105		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$4,864,583.00		
16. TABLE OF CONTENTS								
X) SEC.	DESCRIPTION			PAGE(S)	X) SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		7	X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		9	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE		10				
X	G	CONTRACT ADMINISTRATION DATA		11	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS		13	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0006-02-R-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) PATRICK D. HAUN SR. VICE PRESIDENT				20A. NAME AND TITLE OF CONTRACTING OFFICER ROBERT E. ASHLEY, JR				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA Contracting Officer		20C. DATE SIGNED		
BY  (Signature of person authorized to sign)		4-11-02		BY  (Signature of Contracting Officer)		4/15/02		

# SECTION B Supplies or Services and Prices

In accordance with this contract, the contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

## a. BASE PERIOD (See Section F, Paragraph F-2)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001		1.00	Lot		\$	\$
	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).					
	CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel.					
				ESTIMATED COST		\$4,631,896.00
				FIXED FEE		\$232,687.00
						<hr/>
				TOTAL EST COST + FEE		\$4,864,583.00
	ACRN AA Funded Amount					\$2,988,047.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0002			Lot		\$	\$ NSP
	Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A)					
				ESTIMATED COST		\$
				FIXED FEE		\$
						<hr/>
				TOTAL EST COST + FEE		\$

**b. OPTION 1**

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with special clause H-10.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0101	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1). CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel.	1.00	Lot		\$	\$
ESTIMATED COST						\$1,885,819.00
FIXED FEE						\$66,724.00
TOTAL EST COST + FEE						<u>\$1,952,543.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0102	Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A)		Lot		\$	\$ NSP
ESTIMATED COST						\$
FIXED FEE						\$
TOTAL EST COST + FEE						<u>\$</u>



**b. OPTION 2**

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with special clause H-10.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0201	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1). CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel.	1.00	Lot		\$	\$
ESTIMATED COST						\$1,958,490.00
FIXED FEE						\$69,363.00
TOTAL EST COST + FEE						<u>\$2,027,853.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0202	Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A)		Lot		\$	\$ NSP
ESTIMATED COST						\$
FIXED FEE						\$
TOTAL EST COST + FEE						<u>\$</u>

b. OPTION 3

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with special clause H-10.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		1.00	Lot		\$
	Technical support in accordance with the Statement of Work (SOW) (ATTACHMENT 1).				
	CPFF - This CLIN will provide for program management, facilities, equipment, security management and administrative and access control personnel.				

ESTIMATED COST	\$2,033,935.00
FIXED FEE	\$72,104.00
TOTAL EST COST + FEE	\$2,106,039.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302			Lot		\$
	Data and reports for CLIN 0001 in accordance with the Contract Data Requirements List, DD Form 1423-1 (EXHIBIT A)				

ESTIMATED COST	\$
FIXED FEE	\$
TOTAL EST COST + FEE	\$

**B-2 ESTIMATED COST AND FIXED FEE**

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	\$10,510,140
Fixed Fee:	\$ 440,879
Estimated Cost-Plus-Fixed-Fee:	\$10,951,018

**B-3 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee completion contract with a two-year base period and three (3) one-year options as specified in paragraph .

**B-4 PAYMENT OF FIXED FEE**

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of work performed for the billing period. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of work performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

**B-5 FUNDING PROFILE**

The following is a projected cumulative funding profile. It is the mutual understanding of the parties that this funding profile represents the minimum cumulative obligation by quarter necessary for the performance of the work and at the schedule described herein, for the anticipated performance period of this contract.

**FUNDING PROFILE**

CONTRACT FUNDING PERIOD	QUARTERS			
	1ST	2ND	3RD	4TH
FY 2002	N/A	\$2,988,047	N/A	N/A
FY 2003	N/A	\$1,880,015	N/A	N/A
FY 2004	N/A	\$1,952,543	N/A	N/A
FY 2005	N/A	\$2,027,853	N/A	N/A
FY 2006	N/A	\$2,106,039	N/A	N/A
FY 2007	N/A	N/A	N/A	N/A

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C-1 SCOPE OF WORK

The Contractor shall perform the work specified in the SOW or other Attachments and Exhibits in Section J of this contract, and shall provide any material, equipment, and facilities incidental to performance.

### C-2 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.

b. Technical Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data," as defined in DFARS 252.227-7013, "Rights in Technical Data – Noncommercial Items."

c. Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a separate cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

CONTRACT NUMBER

NAME OF CONTRACTOR

CONTRACT EXPIRATION DATE  
AND TOTAL DOLLAR VALUE  
NUMBER

CONTRACTOR'S PROJECT  
DIRECTOR AND PHONE

SHORT TITLE OF CONTRACT WORK

GOVERNMENT SPONSOR

e. All reports generated under this contract will contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

f. Except as provided by the Contract Data Requirements Lists, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

**SECTION D - PACKAGING AND MARKING**

**D-1     PACKAGING AND MARKING OF TECHNICAL DATA**

Technical data items shall be preserved, packaged, packed and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination.



**SECTION E Inspection and Acceptance**

**E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>.

**a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION  
SUPPLEMENT (48 CFR CHAPTER 2)**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	DEC 1991

**E-2 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of the work called for herein shall be by the Contracting Officer's Representative (COR) at:

Office of the Secretary of Defense  
Missile Defense Agency/RM  
Federal Office Building 2 – Navy Annex  
1301 Southgate Road  
Arlington, VA 22202

**SECTION F Deliveries or Performance**

**F-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
	Alternate I	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

**F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE**

a. The Contractor shall accomplish the work required by CLIN 0001 for the SOW for a period of twenty four months after the effective date of the contract. CLIN 0002 shall be delivered in accordance with the Contract Data Requirements Lists (CDRLs), DD Form 1423-1, Exhibit A.

b. In the event the Government exercises Option 1, in accordance with Special Provision H-10, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0101 for the SOW during the twelve-month period commencing from the effective date of Option 1. CLIN 0102 shall be delivered in accordance with the CDRLs, DD Form 1423-1, Exhibit A.

c. In the event the Government exercises Option 2, in accordance with Special Provision H-10, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0201 for the SOW during the twelve-month period commencing from the effective date of Option 2. CLIN 0202 shall be delivered in accordance with the CDRLs, DD Form 1423-1, Exhibit A.

d. In the event the Government exercises Option 3, in accordance with Special Provision H-10, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0301 for the SOW during the twelve-month period commencing from the effective date of Option 2. CLIN 0302 shall be delivered in accordance with the CDRLs, DD Form 1423-1, Exhibit A.

**G-1 CONTRACT ADMINISTRATION**

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

**G-2 IDENTIFICATION OF CORRESPONDENCE**

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

**G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)**

(b)(4) The Contractor's taxpayer identification number is [REDACTED]. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

**G-4 PATENT INFORMATION**

Patent information in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense  
Missile Defense Agency  
7100 Defense Pentagon, MDA/GC  
Washington, D.C. 20301-7100

**G-5 SUBMISSION OF VOUCHERS**

a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant DCAA office for review and provisional approval.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

**G-6 REMITTANCE ADDRESS**

Payment of invoices furnished by the Contractor shall be sent to the following address:

Engineering Management Concepts  
295 Willis Ave., Suite B  
Camarillo, CA 93010

The following information is provided pursuant to FAR 52.232-33, Payment By Electronic Funds Transfer-Central Contractor Registration, Section I (if applicable):

Mid State Bank  
445 Esplanade Drive  
Oxnard, CA 93030  
(805) 988-6677  
Routing Number: 122221686

(b)(4) [REDACTED]

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date, is as follows:

CLIN 0001:	\$2,988,047
Estimated funds exhaustion date:	March 31, 2003

**G-9 ACCOUNTING AND APPROPRIATION DATA**

CLINs 0001	
ACRN:	AA
ACCT CLASS:	9720400.2520 40603882C 2599 012123 BMDO 012 485 8746
AMOUNT:	\$2,988,047
TOTAL ACRN:	\$2,988,047

| dg

**SECTION H Special Contract Requirements**

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## **H-1 SEGREGATION OF COSTS**

For CLIN 0001, and if exercised, CLINs 0101 and 0201 vouchers shall contain actual hours and cost by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

## **H-2 TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS**

a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the Contracting Officer's Representative (COR) using BMDO Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001) based on documentation from the contractor showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance in writing using MDA Form 110 (dated March 2001).

c. Definition: Extended Commuting Travel – is travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

## **H-3 INSURANCE**

The Contractor shall maintain the types of insurance and coverage listed below:

<u>TYPES OF INSURANCE</u>	<u>MINIMUM AMOUNT</u>
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability (Comprehensive) Bodily Injury per occurrence	\$500,000
Automobile Liability (Comprehensive) Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$ 20,000

#### **H-4 PUBLIC RELEASE OF INFORMATION**

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operating Manual" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include, but are not limited to, technical papers, and responses to news queries that relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

Office of the Secretary of Defense  
Missile Defense Agency  
7100 Defense Pentagon, MDA/EA  
Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal that states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

h. The items submitted must be complete. Photographs shall have captions

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

#### **H-5 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.



b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (RFP Attachment 3, Section J) for each MDA, BMD, and BMD-related contract or subcontract.

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

**H-6     ENABLING CLAUSE FOR BMD INTERFACE SUPPORT**

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other BMD Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses will be negotiated as needed to protect the rights of the Contractor and the Government.

b. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

c. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

d. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

e. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause.

**H-7     MDA VISIT AUTHORIZATION PROCEDURES**

a. The Contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense



Missile Defense Agency  
7100 Defense Pentagon, MDA/ACC  
Washington, D.C. 20301-7100  
Phone No.: (703) 695-8048 FAX No.:(703) 693-1526

b. The Contracting Officer's Representative is authorized to approve visit requests for the Contracting Officer.

#### **H-8 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS**

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer (TASO)/Office Security Manager (OSM) takes timely action to:

- (1) remove the employee from the current Visit Authorization Request/Letter;
- (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after termination/suspension action.

#### **H-9 PERSONNEL QUALIFICATIONS**

The Contractor shall notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the Core Capabilities of this contract. Key staff are identified in Section B.

#### **H-10 EXERCISE OF OPTIONS**

This contract is renewable in three increments at the unilateral option of the Government. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements, as set forth in Sections B and F.



## **H-11 ACQUISITION OF FACILITIES**

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101 definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities other than those covered in the SOW and negotiated cost ceiling for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. **Acquisition or lease of facilities, except as provided under the contract and terms incorporated as part thereof, shall be provided at cost exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.**

## **H-12 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA (13 APR 92)**

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/ data which contain Government Planning, Programming, and Budgeting System (PPBS) data. However, the Missile Defense Agency (MDA) is authorized to release BMD-related PPBS data to the Contractor only after:

(1) The MDA obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and

(2) Compliance with the provisions of this clause have been met.

b. The prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

(a) Company's name and complete address;

(b) Affiliation; and

(c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

(a) Company's name and complete address;

(b) Relationship; and

(c) Nature of the company's business.

The Contracting Officer shall be notified immediately in writing in the event of any changes in b. (1) and (2) above throughout the lifetime of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

c. BMD-related PPBS data is defined as: Current or future Planning, Programming, and Budgeting System (PPBS) data regarding any activity relating to the BMD Program or any of its projects regardless of the funding source or date of the document. Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options. Programming data reflect the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. Budgeting data are detailed financial estimates of the BMD Program or any of its related projects.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14 are considered PPBS documents:

(1) PLANNING

Defense Planning Guidance

(2) PROGRAMMING

(a) Fiscal Guidance (when separate from Defense Planning Guidance)

(b) Program Objective Memoranda (POM)

(c) POM Defense Program (formerly FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)

(d) Program Review Proposals

(e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)

(f) Proposed Military Department Program Reductions (or Program Offsets)

(g) Tentative Issue Decision Memoranda

(h) Program Decision Memoranda

(3) BUDGETING

(a) Defense Program (formerly FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1, RDT&E (R-1), & Construction (C-1) Program Annexes

(b) Classified P-1, R-1, & C-1 Program Annexes

(c) Program Budget Decisions/Defense Management Review Decisions

(d) Reports Generated by the Automated Budget Review System (BRS)

(e) DD Form 1414 Base for Reprogramming

(f) DD Form 1416 Report of Programs

(g) Contract Award Reports

(h) Congressional Data Sheets

(i) Congressional Descriptive Summary

e. If a document(s) required by an OSD/MDA PPBS approved Contractor contains:

(1) Only BMD-related PPBS information, the Contractor may be granted access to the entire document.

(2) Other Government agency information, the Contractor ONLY may be granted access to BMD-related PPBS data extracted or derived from the document as defined in paragraph c. above.

f. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of MDA (PPBS Non-disclosure Agreements [MDA Form 99] Section J, Attachment 4) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause.

(2) Ensure BMD-related PPBS data entrusted to them ONLY will be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it was provided, and within the scope of the SOW.

(3) Not divulge BMD-related PPBS data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a need-to-know and non-Government person(s) whom they know to have MDA authorization. Even though data becomes part of the public domain, Contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding BMD-related PPBS data. Inquiries by unauthorized persons should be referred to the COR or the Contracting Officer. (Verification of Contractor personnel authorized access to BMD-related PPBS data can be obtained from the Contracting Officer.)

(4) Not transport (by any medium), maintain, or process BMD-related PPBS data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by the MDA. (Verification of MDA PPBS-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)

(5) Not to accept any portion of any document which is described in paragraph d. above, unless the portion of the document contains only BMD-related PPBS data.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to BMD-related PPBS data.

g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.

h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to BMD-related PPBS data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.

i. Contractor personnel who have been granted access to BMD-related PPBS data shall process, when possible, such data in Government work spaces using equipment furnished by the Government. However, if a Contractor anticipates processing BMD-related PPBS data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's request (letter) should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

(1) Information Systems Directorate - all ADP equipment.

(2) Management Operations Directorate - all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.

j. Processing BMD-related PPBS data at the Contractor's facility shall be performed only when absolutely essential and processing in Government work spaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of BMD-related PPBS data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining such data at its facility.



The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045, Contractor Access to Planning, Programming, and Budgeting System (PPBS) Data. The plan shall be approved in writing by the Contracting Officer prior to removal of any BMD-related PPBS data from a Government facility or the processing of any such data in the Contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of BMD-related PPBS data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer. NOTE: A plan is not required for Contractor personnel who have been given access to BMD-related PPBS data to transport, process, or maintain such data at a Government or a MDA PPBS-approved Contractor facility. (Verification of MDA-approved Contractor facilities and authorized personnel can be obtained from the Contracting Officer.)

k. If the Contractor is not required to process BMD-related PPBS data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBS and BMD-related PPBS data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.

l. The Contractor shall be responsible for ensuring that persons in their employment that have been granted access to BMD-related PPBS data understand the consequences of divulging such data. Revealing BMD-related PPBS data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.

m. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract or under Federal laws. Non-compliance with the provisions of this clause also may adversely affect the evaluation of a Contractor's reliability in future acquisitions.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data--General	JUN 1987



52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED BY FULL TEXT

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).



(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees--

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1, 6 pages, dated March 1, 2002)
ATTACHMENT 1	Statement of Work titled: "Financial Integration and Assessment Center" (4 pages, dated February 28, 2002)
ATTACHMENT 2	Contract Security Classification Specification (DD Form 254, 9 pages)
ATTACHMENT 3	OCI Analysis/Disclosure Form (dated April 1, 2002)
ATTACHMENT 4	Technical Background and Management Plan (dated March 25, 2002)
ATTACHMENT 5	Government Furnished Equipment (Will be provided and incorporated into this contract at time of installation)

**Exhibit A**  
**HQ0006-02-C-0037**

**CONTRACT DATA REQUIREMENTS LIST**  
**FOR**  
**FINANCIAL INTEGRATION AND ASSESSMENT CENTER**

**MDA/RM**

**MARCH 1, 2002**

**PREPARED BY**  
**MISSILE DEFENSE AGENCY**



A. **INTRODUCTION**

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. **APPLICABLE DOCUMENTS**

DoD 5010.12-L, *Acquisition Management Systems and Data Requirements Control List* (AMSDL), Apr. 1997

DoDD 5230.24, *Distribution Statements on Technical Documents*, Mar. 18, 1987

C. **AUTHORITIES (BLOCK 4)**

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Management Systems and Data Requirements Control List* (AMSDL), DoD 5010.12-L. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Work (SOW).

D. **APPROVAL (BLOCK 8)**

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/RM Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

**E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)**

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

**F. SUPPLEMENTAL INFORMATION**

**G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

**I. ADDRESSEE LIST**

Block 14

Entry Complete Mailing Address

MDA/RM	Missile Defense Agency
MDA /CT, or	ATTN: MDA / _____
MDA /RMC	Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center Federal Office Building 2 – Navy Annex 1301 Southgate Road Arlington, VA 22202

**STATEMENT OF WORK**  
**For**  
**FINANCIAL INTEGRATION AND ASSESSMENT CENTER**  
**For**  
**THE MISSILE DEFENSE AGENCY**

**1.0 BACKGROUND**

The current administration has made ballistic missile defense a top national security program, which has resulted in an increase in the scope of the Missile Defense Agency (MDA) mission and a corresponding need to restructure the organization to include additional MDA programs. This has created a critical situation in terms of being able to provide integrated financial services to ensure effective integration of MDA financial products, such as earned value analyses, cost estimates, and budget execution data to support the development of an auditable Annual Financial Statement, and to ensure compliance with applicable financial laws and regulations.

**2.0 PURPOSE**

To provide a Financial Integration and Assessment capability to integrate MDA financial services and products and to develop an auditable Annual Financial Statement. A central location will enhance the integration of these fiscal products to support MDA's mission and facilitate compliance with applicable financial laws and regulations.

**3.0 SCOPE**

The scope of work is to provide MDA with Financial Integration and Assessment capability to integrate MDA financial services and products and facilitate compliance with applicable financial laws and regulations. The contractor shall provide MDA the capability to carry out this critical core planning required to satisfy expanded MDA mission requirements. The contractor shall plan to facilitate the intricate and detailed functions of cost estimating, financial analysis and accounting, earned value management, performance measurement analysis, and related information management to support the automation of these processes. Co-location of these activities will create synergy among these functions and facilitate the sharing of programmatic material and information, and enhance productivity. Establishment of this automated, safe guarded, and administered annex provides for an effective and efficient centralized capability for the collection, analysis, assessment, development, and integration of MDA financial services, including classified materials.



## **4.0 APPLICABLE DOCUMENTS**

- 4.1 DOD 5220.22M, National Industrial Security Program Operating Manual (NISPOM), January 1995.
- 4.2 MDA FOB2 Concept of Operations
- 4.3 Other applicable documents in effect at the time of contract initiation.

## **5.0 TASK DESCRIPTION**

The contractor shall perform the following task to provide a financial integration and assessment capability to include the following services and/or resources:

The contractor shall provide the managerial, technical, and administrative resources required to ensure the development and integration of MDA financial functions and products to produce essential Agency financial services, including an auditable Annual Financial Statement. This encompasses establishing and operating a facility to co-locate requisite government personnel and support contractors to facilitate the development and integration of financial products. Facility operation will include but not be limited to providing security and access control, telecommunications, office equipment, conference capabilities, video teleconferencing, logistics, and maintenance. The contractor will support financial integration activities by using key integrating and comparative tools of earned value management and cost estimating; by providing a facility for the co-location of requisite cost estimating, financial analysis and accounting, earned value management, and information management personnel; by providing computer work stations and a Local Area Network to provide connectivity among facility work stations; and by providing conference rooms and supporting meetings and conferences necessary for development of integrated financial products. Co-location of these activities will create synergy among these functions and facilitate the sharing of technical and programmatic material and information, and enhance productivity. These financial functions and products include compliance with the requirements of the Chief Financial Officer Act, the Senior Financial Management Oversight Council, and the Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations using key integrating and comparative tools of earned value management and cost estimating. The contractor shall have knowledge of and access to support the Program, Planning, and Budgeting System (PPBES) documentation and analysis, Acquisition Plans, individual acquisition program baselines (APBs), contract baselines/baseline reviews, including schedules, budgets, funding, and estimates-at-completion to facilitate the integration of data. This organized and correlated program financial data will (1) permit integration of programs and contract objectives and schedules with cost estimating, resource planning, and budget execution and reporting; (2) facilitate compliance with external financial management, accounting, and auditing laws and regulations; and (3) promote financial

efficiency, effectiveness, and timeliness. The contractor shall facilitate the development and maintenance of these integrated financial assessments for compliance with financial laws and directives including the following:

- Chief Financial Officer Act (CFOA)- the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the AFS also requires personnel with knowledge of the Financial Management Improvement Program, the Federal Financial Manager's Integrity Act, and the Federal Financial Accounting Standards and their timely implementation. The CFOA also requires that MDA obtain a Certified Public Accountant assessment and audit of the AFS. One of the primary goals of the CFOA is for the Department of Defense to receive unqualified audits by an independent Certified Public Accounting (CPA) firm of all department Financial Statements. As part of this activity, MDA must continue improving financial systems and processes, conducting general and application control reviews, cleansing data, compiling financial reports, and preparing for future audits of financial statements. Co-location of the functions of cost estimating, financial analysis and accounting, earned value management, internal assessments, and information management and technology will greatly facilitate MDA compliance with CFOA requirements.
- Senior Financial Management Oversight Council (SFMOC)- In January 2001, The Department of Defense created the SFMOC to oversee and monitor actions needed to ensure that DoD critical accounting, finance, and feeder systems complied with federal financial management requirements. This process consists of five Phases: awareness, evaluation, renovation, validation, and compliance. MDA is one of the 9 designated Defense Agencies required to complete this process. To comply with Phase 1 of the process, MDA personnel are in the process of mapping the flow of financial transactional information from points of origin to reporting in the various lines on the Annual Financial Statement and complying with the other criteria under Phase 1. The contractor will facilitate this process by co-locating the functions of cost estimating, financial analysis and accounting, performance measurement analysis, and information management and technology.
- Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations- The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a



detailed review of all Procurement, Research, Development, Testing and Evaluation and Military Construction funds in excess of \$200,000. This review must be completed within 14 days after January 31, May 31, and September 30, and a formal signed confirmation statement must be prepared and forwarded to the Department of Defense, Office of the Deputy Comptroller. The contractor shall facilitate this Tri-Annual Review process by co-locating the necessary data, automation, and review functions.

- Promote Efficiency, Effectiveness, and Timeliness- Besides compliance with various external financial laws and directives, the contractor shall promote increased financial efficiency, effectiveness, and timeliness. These co-located MDA activities will facilitate the linkage of budget and accounting processes, the execution of internal financial management improvement studies with program contract baseline cost, schedule, and risk analysis, and the monitoring of property accountability and documentation.

#### **6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for a base period of 3 years from the start of the contract with 2 one-year options.

#### **7.0 DELIVERABLES**

The contractor will provide the government with a monthly status report covering all areas of this statement of work. The report will be provided at the beginning of the month for the prior month activities.

#### **8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR) AND TECHNICAL ASSISTANT (TA).** The COR and TA for this contract is Mr. Billy Love, MDA/RM, telephone (703) 697-8488.

**HQ0006-02-C-0037**  
**Attachment 2**

**Contract Security Classification Specification**  
**(DD Form 254, 9 Pages)**

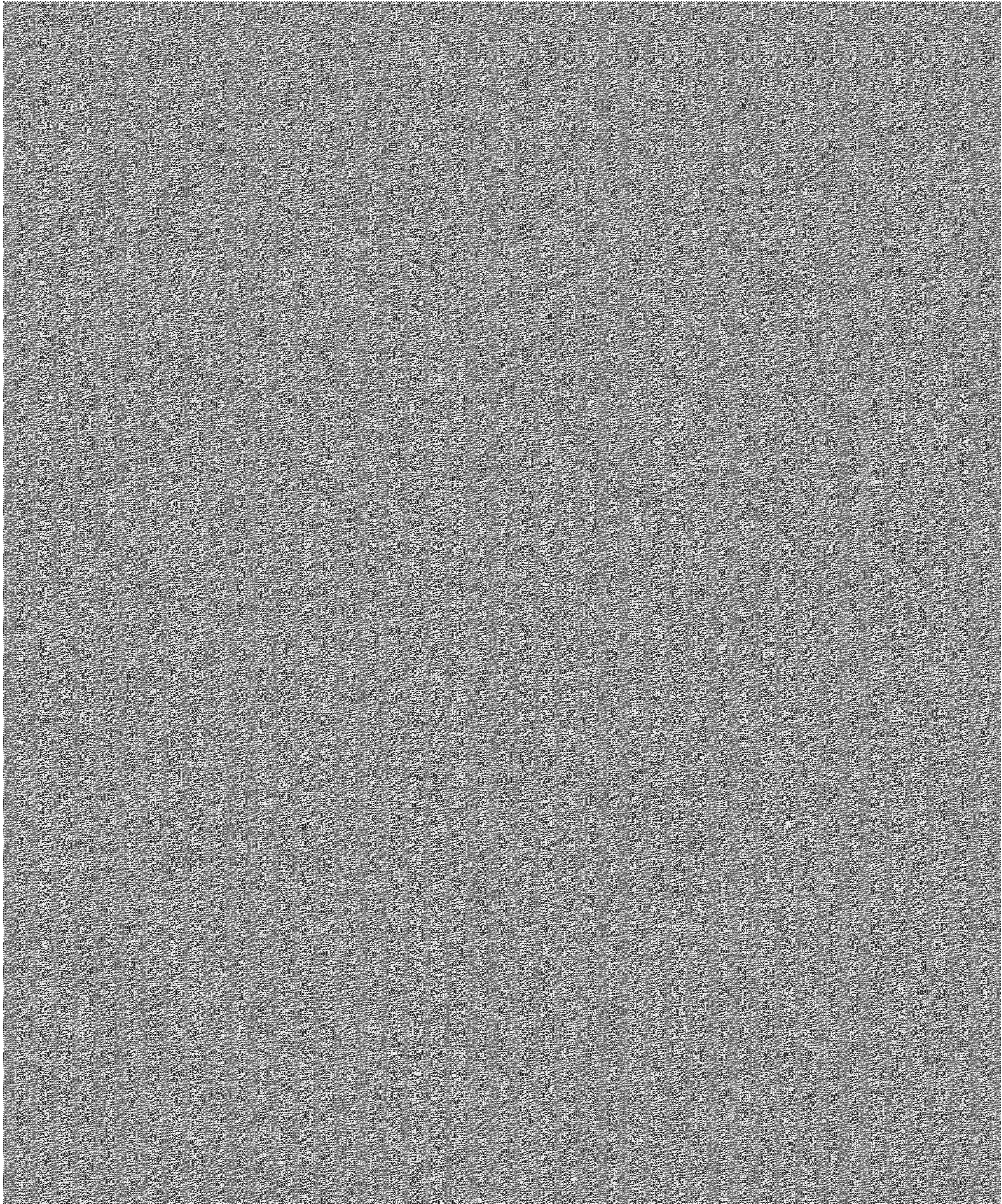


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*REDACT IN ENTIRELY*



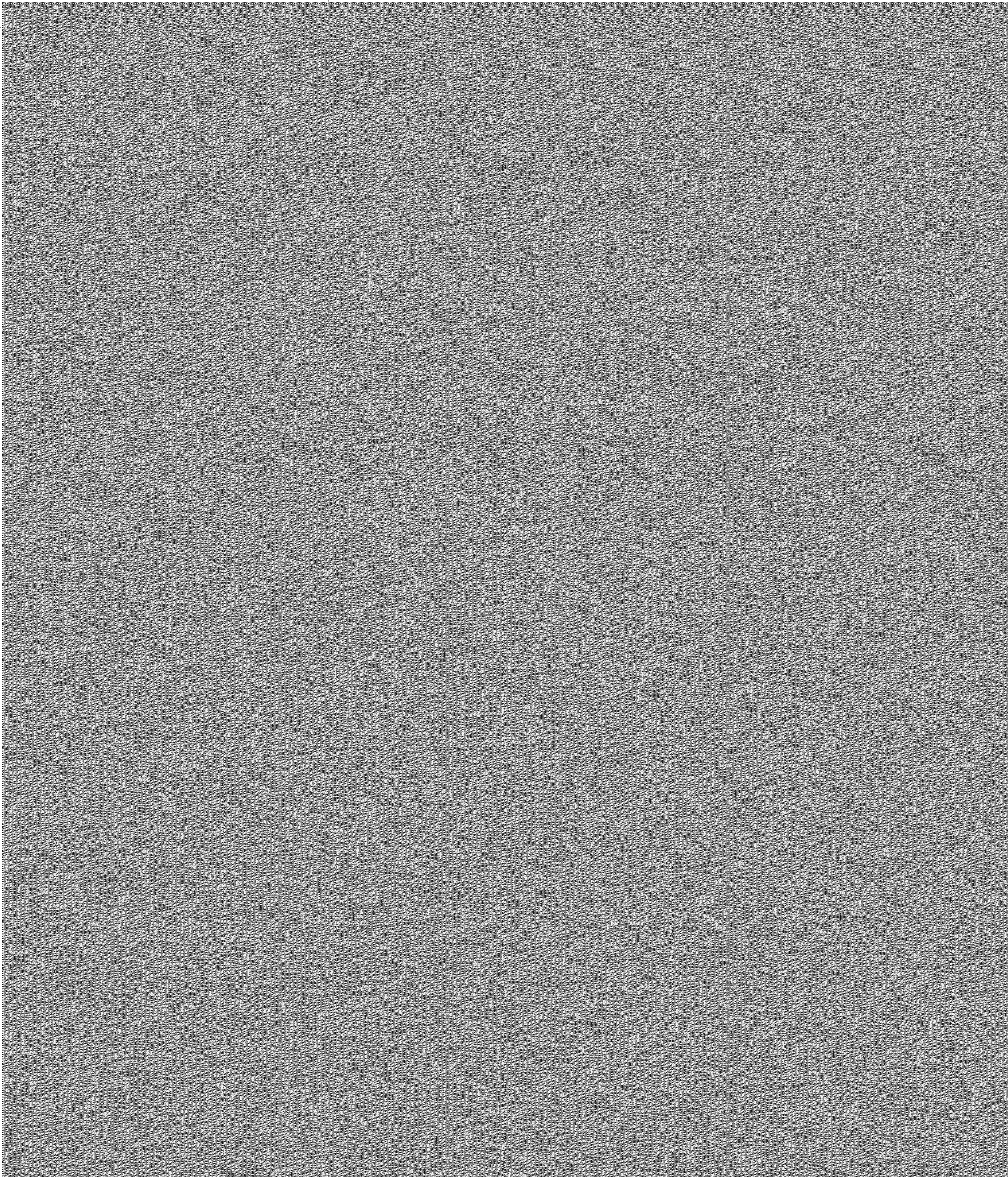


**FOR OFFICIAL USE ONLY** (WHEN FILLED IN)



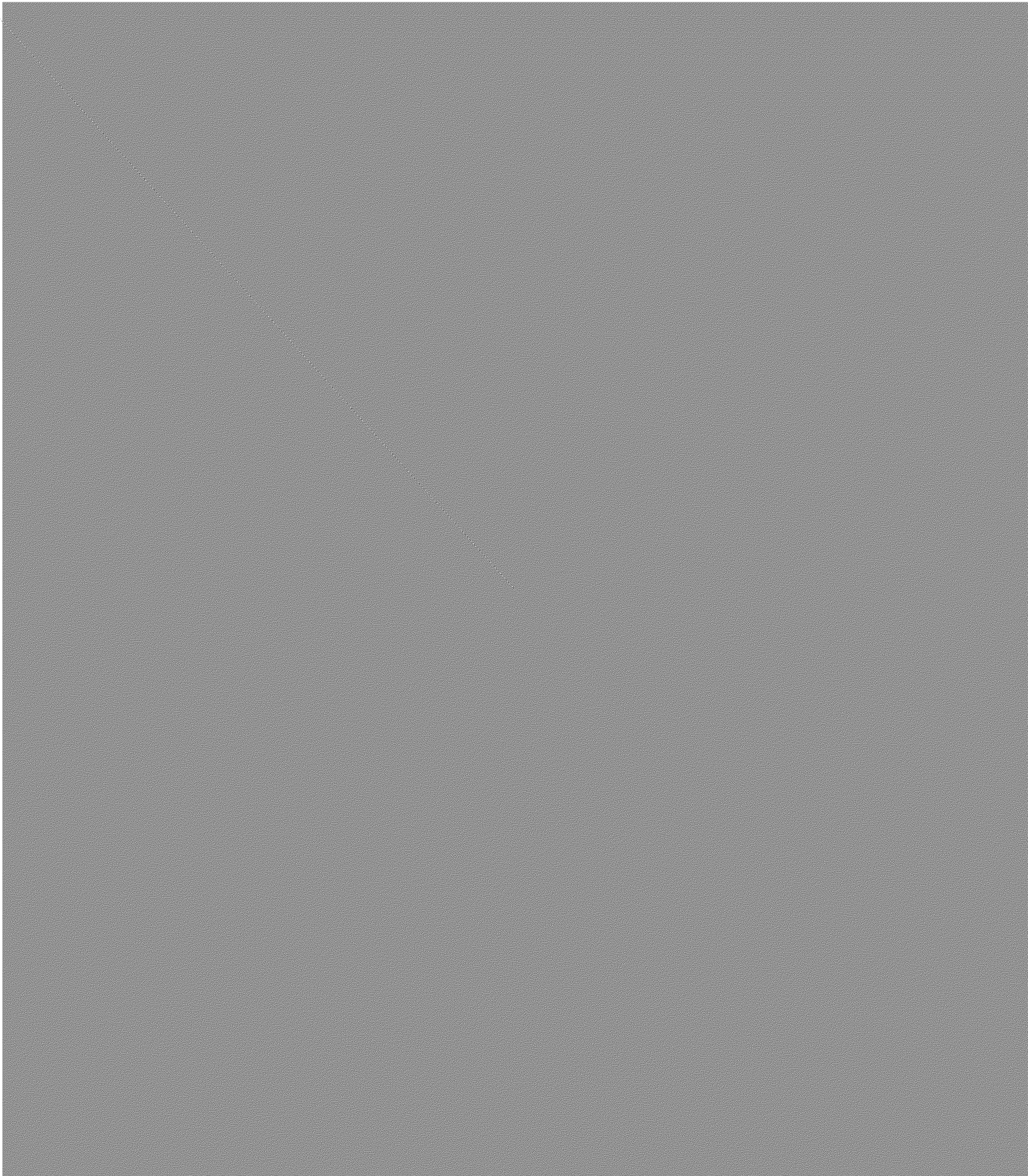
**Item 13 (Continued)**

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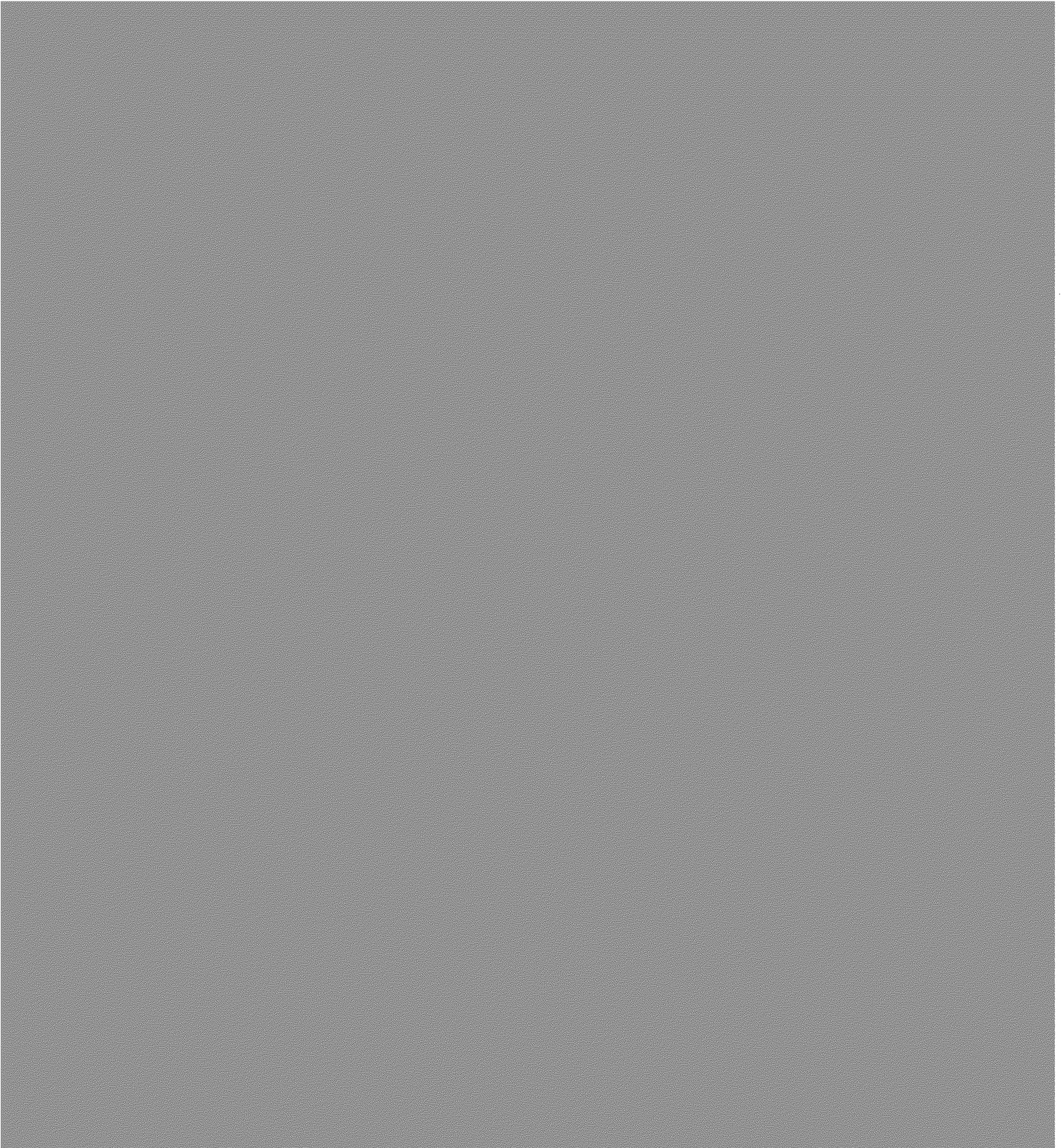


(b)(2)



**FOR OFFICIAL USE ONLY** (WHEN FILLED IN)





**FOR OFFICIAL USE ONLY** (WHEN FILLED IN)



**HQ0006-02-C-0037**  
**Attachment 3**

**OCI Analysis/Disclosure Form**



OCI ANALYSIS/DISCLOSURE FORM

(b)(4)

Contracting Officer



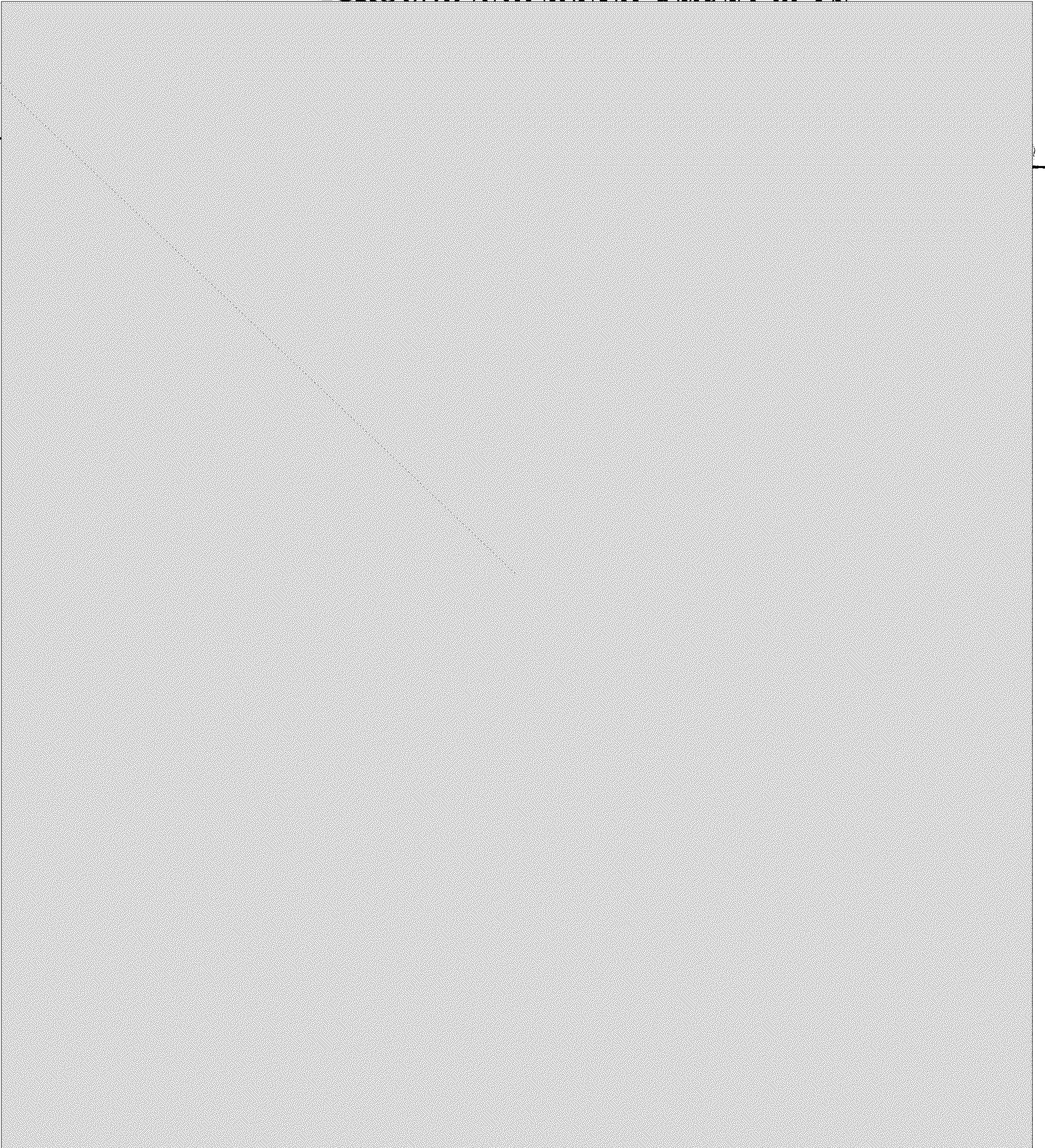
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HQ0006-02-C-0037

Attachment 4

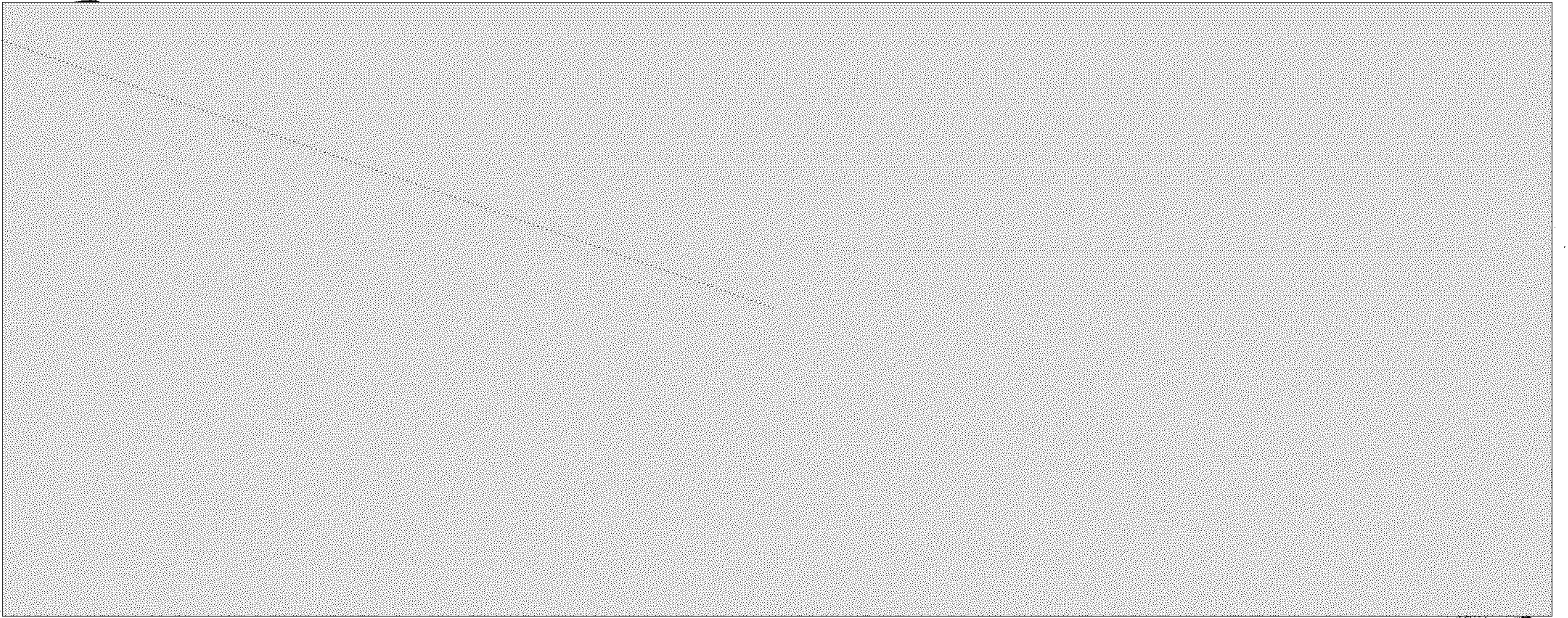
**TECHNICAL BACKGROUND AND MANAGEMENT PLAN**

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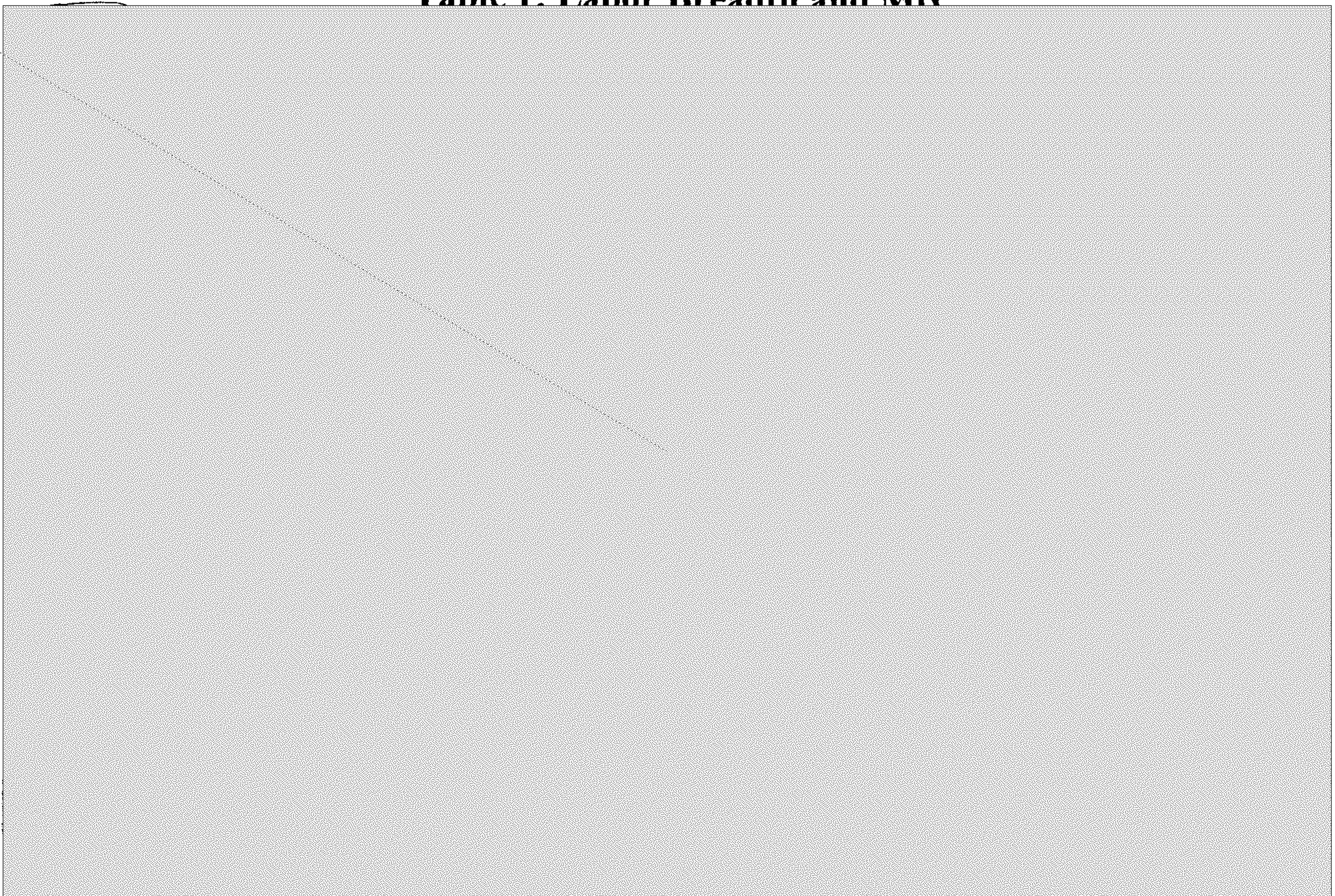


**b) Overall Relevance Of Staff SOW Actions**

Engineering Management Concepts (EMC) will provide the resources to operate and administer the "Financial Integration and Assessment Center" (FIAC) in support of the Missile Defense Agency (MDA). EMC's Facilities Management Team is comprised of highly skilled professionals with extensive experience in the key areas of facility integration and support. We are committed to providing only the best-qualified workforce to support our customers' needs. Our skills and experience are diversified to cover the broad spectrum of personnel required to maintain the facility. From our senior project manager down through access control assistants, our team comprises several tiers of support personnel, each with a defined role to ensure the success in the daily operations. The breakout of our proposed staff and our labor mix rational is in Table 1 below.

**Table 1: Labor Breadth and Mix**

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b)(4),(



**Program Manager (PM)**

EMC's Program Manager will oversee the total operations and provide administrative direction to the support staff. The PM will ensure that the FIAC is operated and administered in accordance with appropriate MDA facility, visitor control, and information security standards and documents. The PM will be responsible for day-to-day operations, including installation and maintenance of the telecommunications, data



communications, and video teleconferencing equipment, meeting/conference room scheduling and support, supply and logistics services, and general maintenance and housekeeping services, to ensure the proper environment for integration. The PM will maintain a complete inventory and control of all Government Furnished Equipment (GFE) provided at the FIAC. In discharging his responsibilities, the PM will be assisted by the Facility Security Officer, the LAN Systems Administrator, the Administrative Assistant, and Access Control Personnel.

### **Facility Security Officer (FSO)**

EMC's FSO will implement a security plan and administer security procedures for classified or proprietary materials, documents, and equipment in accordance with EMC's "Standard Practice Procedures Manual For Industrial Security" (SPP) and the "National Industrial Security Program Operational Manual" (NISPOM). This will include updating and maintaining manuals outlining regulations, as well as establishing procedures for handling, storing, and keeping records and for granting personnel and visitors access to restricted area, records and materials. The FSO will conduct security education classes, investigates security violations, and prepare reports specifying preventive action to be taken.

#### **Responsibilities:**

- Provide security oversight, support and services for the FIAC.
- Implement and administer the security requirements in accordance with the Company SPP and NISPOM.
- Maintain, update and publish individual specific programmatic briefings and Standard Practice Procedures.

EMC's FSO has completed the following courses:

- DOD Industrial Security Management Course.
- DOD AIS Security Course.

### **LAN Systems Administrator**

EMC will provide a senior level Systems Administrator with a strong Windows NT Background experienced in a secured (classified) environment to support MDA/RMT for all aspects of the Local Area Network. The Administrator will be responsible for all facets of Windows NT system administration, installation, configuration, recovery, diagnosis and resolution of hardware and software problems. Primary focus is on NT domain administrator, "Back Office" products, user administration, monitoring and maintenance of current environment including proactive problem resolution.

Responsibilities include supporting MDA/RMT in the following tasks:

- Evaluate, recommend, install and support LAN/WAN hardware, software and user requirements.
- Establish and document standards for network architecture.



- Plan and coordinate total network integration.
- Configure and maintain all workstations and network printers.
- Provide "Help Desk" support to system users.
- Understand industry standards and apply principles, concepts and practices.
- Maintain technical expertise in all areas of network, computer hardware and software interconnection and interfacing such as, routers, multiplexers, hubs, bridges etc.
- Contribute as a high level technical resource on assigned IT projects.

#### **Administrative and Access Control Personnel**

EMC's Administrative and Access Control support team will include PM and FSO support, as well as administrative management of the FIAC "paper flow" and meeting requirements. EMC will provide an Administrative Assistant (AA) to the PM to support the day-to-day operations of the facility. This will include maintaining EMC's "Management Plan," which addresses the broad spectrum of facility operations and procedures. The EMC facility has two access-controlled locations that must be monitored during designated hours. EMC will provide four "Access Control Center" personnel to administer the two access control points. All of EMC's support team is cross-trained in security procedures to ensure continuity and reliable support. This team will also be trained in the MDA Correspondence Guide.

## **(2) MANAGEMENT PLAN**

Under Solicitation HQ006-02-R-0005, the Missile Defense Agency seeks contractor support for the establishment and operation of the proposed Financial Integration and Assessment center (FIAC). In accordance with the requirements of the solicitation, this section of our proposal provides our approach to:

- Upgrades and improvements;
- Overall management and implementation of SOW tasks;
- Ensuring security coverage;
- Meeting data requirements; and
- Retaining qualified employees and for handling turnover.

### **Upgrades and Improvements**

EMC will interface with MDA planners and will contract with architects, builders and other providers to provide, in a timely and expedited manner, an automated, safeguarded and secured annex. Upgrades and improvements to the existing space will include the following:

- Provision of appropriate office, conference and utility spaces to allow co-location of the MDA teams.
- Appropriate access control systems.

EMC will ensure that MDA is provided with the capability to integrate MDA financial services and products by planning and providing a facility that, in addition to co-locating the financial, cost estimating and earned value functions, will include a state-of-the-art conferencing capability. The Financial Integration and Assessment Center will include a 30' x 40' conference room (approximate dimensions), capable of seating up to 75, equipped with an interactive white board, video teleconferencing equipment and audio-visual equipment. It will feature multiple projectors for simultaneous display of programmatic materials. This conference/meeting room will facilitate sharing and integration of data among MDA's planners and analysts by allowing them to compare and contrast program material and data across their various disciplines.

The plan also includes several smaller conference rooms, one of which will include VTC capability, as well as a Management Information Center (MIC).

EMC estimates that the security modifications to the facility necessary to support MDA will be completed 75 days after contract award. There are several considerations that may impact the 75-day period over which EMC has no control: (1) time required to obtain any necessary Arlington county licenses approval; (2) any changes requested to the security modifications by MDA after contract award; and (3) the delivery and installation of all GFE (systems furniture, IT equipment, other equipment) to be provided to EMC by MDA. Any delay caused by these three items will cause a day-for-day slip in our move in scheduled, now estimated for the end of June 2002.



## Overall Management and Implementation of SOW Tasks

EMC has prepared a draft "EMC Management Plan for MDA Facilities" at Sequoia Plaza and is available at your request. The plan is intended to describe the administrative and facilities-related operating procedures at Sequoia Plaza to ensure effective and efficient operations. To maintain continuity, this plan has incorporated similar operating procedures familiar to MDA and their support contractors. EMC's management plan is summarized below. It addresses the various components to ensure an effective facility operation is summarized below:

- **ACC/Security Procedures**
  - Access Control Procedures – The EMC Access Control Center (ACC) is located on the first floor (Suite 100) and is responsible for ensuring that personnel who enter EMC/MDA space have authorized access and possess an EMC/MDA badge or are issued an EMC/MDA visitor badge. For those visitors requiring escort, the ACC will provide escorts between the 1<sup>st</sup> and 3<sup>rd</sup> floors to the Point Of Contact (POC).
  - Building Security – EMC will use Security & Energy Technologies Corporation (SETEC) to monitor building security 24 x 7. SETEC currently provides the existing swipe card system used to gain access into the building and EMC will use the same swipe card system to gain access to EMC/MDA office space for both the 1<sup>st</sup> and 3<sup>rd</sup> floors.
  - Storage of Classified Material – EMC's FSO will work with DSS to ensure EMC's "Standard Practice Procedures Manual" for Industrial Security is implemented along with being in accordance with the "National Industrial Security Program Operating Manual" (NISPOM). The FSO in concert with MDA will identify levels of storage in offices, open storage areas and special storage requirements. Procedures for the Accountability, Safekeeping and Storage, as well as Burn Bag procedures will be in accordance with BMDO Directive 5200.
  - Visitor Requests – The ACC is responsible for receiving and verifying all requests to visit MDA at the Sequoia Plaza location. The ACC will maintain an automated visitor and access control system.
- **Meeting Administration Procedures**
  - Conference Room Facilities – The Sequoia Plaza location will have an MIC and a conference room located on the 3<sup>rd</sup> floor and a large conference/training room located on the first floor. Each room will have VTC capability, standard audio/visual equipment. In addition, the 1<sup>st</sup> floor conference/training room will be equipped with a "Smart-board".
  - Meeting Management Procedures – EMC's Administrative Assistant (AA) will be responsible for maintaining the schedules and availability of all conference rooms. MDA staff will notify EMC's AA to schedule conference room use. The conference room calendar will be put on the LAN to inform staff of scheduled meetings and open dates.

- **Computer/Technical Assistance**
  - Computer Information Center (CIC) – EMC's LAN Administrator will be responsible for overseeing the network at Sequoia Plaza. This person will interface with MDA's IT staff to ensure continuity of service and will work with MDA's "Help Desk" staff and offer any assistance necessary.
- **Transportation Guidelines**
  - Parking – Garage parking at Sequoia is available by "Parking Permit" only. EMC's AA will issue to personnel who have seating within the EMC/MDA offices a permit. EMC will maintain a master list of all parking permits issued and will work with MDA administration to ensure the list stays current.
  - Visitor Parking – Sequoia Plaza has designated visitor and handicapped parking space within the garage. There are no requirements to obtain a "visitor parking permit" to park in these spaces.
  - Sequoia Shuttle Service – Sequoia management is responsible for the overall schedule and routing for this service. The morning and afternoon routes includes the Navy Annex, Crystal Park III, Water Park, Pentagon and Roslyn. Pentagon City is added to the schedule during lunchtime.
- **Supply and Services**
  - Mail Service – MDA staff will be responsible for pickup and delivery of mail to the EMC/MDA space. Schedules and pickup and delivery points will be determined by MDA.
  - Classified Mail – Classified mail will be handled in accordance with the NISPOM and EMC's SPP procedures.
  - Expendable Supplies – All expendable supplies will be provided and maintained by MDA personnel. Ordering supplies will be in accordance with BMDO Form 80.
  - GFE – MDA will provide office equipment (fax machines, copiers, etc.), computer equipment and furniture as GFE to EMC. EMC will log into its database all GFE and provide inventory audits on an annual basis.

### **Security Coverage**

Security & Energy Technologies Corporation (SETEC) is contracted by USAA (Sequoia Plaza Landlord) to provide electronic monitoring of the building perimeter 24 hours a day, seven days a week. Computerized access control of the building permits only authorized personnel to gain entry by using a programmable access card during evening, weekend and designated holidays. The same technology will be used to allow authorized MDA personnel and support contractors to gain access to EMC/MDA space. EMC will maintain and control the issuance of access cards to each authorized person. Detailed procedures are addressed in the "EMC Management Plan for MDA Facilities."



## **DATA REQUIREMENTS**

### **Monthly Status Report**

EMC will provide status reports on a monthly basis, 20 days after the end of each month. These reports will include activities relating to visitor requests, meetings held, meetings scheduled for the upcoming reporting period, planned travel and any issues pertaining to Facility operations.

### **Funds & Labor Hour Expenditure Report (FLHER)**

EMC will provide FLHER reports on a monthly basis, 20 days after the end of each month. These reports will include funds and labor hours planned and expended for the month as well as cumulative data for the contract.

### **Planning, Programming and Budgeting System (PPBS) Data Disclosure**

EMC will designate their FSO as the point of contact with the responsibility to ensure each employee who works on this contract is briefed and understands the consequences of divulging MDA-related PPBS data. That process will include reviewing the provisions of the "PPBS Non-Disclosure Agreement" (MDA Form 99) and having the form signed by each employee.

### **Retention of Qualified Employees**

EMC is committed to recruiting and retaining only the best-qualified workforce to support our customers' needs. EMC strives to install in each of our team members the supreme importance of our customers and the vital role each member plays in satisfying the needs of those same customers. We realize our strength and competitive advantage is our people. The skills and strengths of our diverse team make our company atmosphere unique and pleasant. In addition, EMC offers a comprehensive benefits package for the protection and well being of our employees and their families. This outstanding program is rarely found in companies our size.

EMC's benefits package includes a liberal holiday and leave policy and coverage for medical, dental, prescription drugs, short-term disability, long-term disability, life insurance, and an attractive 401(k) plan. Of particular benefit to our employees is that EMC pays the full cost of medical, dental, and prescription drug premiums for employees and eligible family members. Additionally, EMC pays the full cost of short-term disability and long-term disability insurance premiums for employees as well as the full cost of Life Insurance and Accidental Death and Dismemberment Insurance. EMC strongly encourages all eligible employees to participate in the company 401(k) plan and provides a generous matching contribution to participants. Finally, EMC's benefits package includes an education tuition reimbursement policy for those degree programs that have direct application to the employee's current job position, or provides opportunity for career enhancement within the EMC team.

## **Plan for Handling Turnover**

EMC's fundamental philosophy for handling turnover is to establish a company atmosphere and working environment that contributes to employee retention and minimizes turnover. This positive company atmosphere is created in a number of ways. First, as previously discussed, EMC employees are provided a generous benefits package. Additionally, and just as important, EMC focuses on the positive behavior of people; encourages employee involvement in problem-solving and decision making; respects the uniqueness of each employee; and selects managers and supervisors who demonstrate an appropriate blend of human relation skills, technical competence, and management prowess. EMC also emphasizes promotion-from-within throughout the company. Recognizing that even with the best of efforts, some turnover is inevitable, EMC has a large and diverse workforce available to provide immediate support to MDA. Also EMC maintains an active Training Program to provide employee cross-training, support employee development and advancement, and to keep the EMC Team technologically current. This Training Plan includes post secondary education as part of the company tuition reimbursement program as well as specific training and certifications and/or attendance at seminars and trade shows. This aggressive training program supports EMC's philosophy of promotion-from-within the company and minimizes the turbulence created by employee turnover. Finally, given EMC's excellent benefits program and positive working environment, EMC Resource and Information Management Division has local authority and has the capability to quickly hire qualified new employees.



**Government Furnished Equipment**

**(Will be provided and incorporated into this contract at time of installation. The Government will provide 80 work stations with seating, 14 private office set-ups, and 2 conference tables)**

<b>AMENDMENT OF SOLICITATION MODIFICATION OF CONTRACT</b>				CONTRACT <b>U</b>	CODE	PAGE OF PAGES <div style="display: flex; justify-content: space-around;"><div>1</div><div>3</div></div>	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>See Block 16C</b>		4. REQUISITION/PR NO.		5. PROJECT NO. <i>(if applicable)</i>	
6. ISSUED BY <b>Office of the Secretary of Defense Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101</b>		CODE <b>HQ0006</b>		7. ADMINISTERED BY <i>(If other Item 6)</i> <b>DCMC Oxnard 4111 San Pedro St. Suite 1 Port Hueneme, CA 93043-4410</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010</b>				(✓)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED <i>(SEE ITEM 11)</i>			
				10A. MODIFICATION OF CONTRACT/ORDER NO. <b>X HQ0006-02-C-0037</b>			
CODE <b>4L958</b>		FACILITY CODE		10B. DATED <i>(SEE ITEM 11)</i> <b>April 1, 2002</b>			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION							
[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA <i>(IF REQUIRED)</i> <div style="text-align: center;"><b>SEE SECTION G</b></div>							
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(✓)	A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>MUTUAL AGREEMENT OF THE PARTIES</b>						
	D. OTHER <i>(Specify type of modification and authority)</i>						
E. IMPORTANT: Contractor [ ] is not [ X ] is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> <b>The purpose of this modification is to incorporate an additional Clause to the contract: (Continued on Page 2)</b> Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i> <b>Kristine M. Gardner V.P., Programs</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER <b>ROBERT E. ASHLEY, JR. Contracting Officer</b>			
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i> <b>Kristine M Gardner</b>		15C. DATE SIGNED <b>5/14/02</b>		16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i> <b>RE Ashley</b>		16C. DATE SIGNED <b>5/14/02</b>	



**STANDARD FORM 26** – is revised as follows:

Block 6 is changed to read:

S0512A  
DCMC Van Nuys  
6230 Van Nuys Boulevard  
Van Nuys, CA 91401-2713

Block 12 is changed to read:

HQ0339  
DFAS/CO – WEST  
Box 182381  
Columbus, OH 43218-2381

**SECTION I CONTRACT CLAUSES** – is revised as follows:

The following clause is hereby incorporated into this contract:

Clause 252.251-7000      Order from Government Supply Sources      MAY 1995

Contract change page 24 is attached which incorporates this change

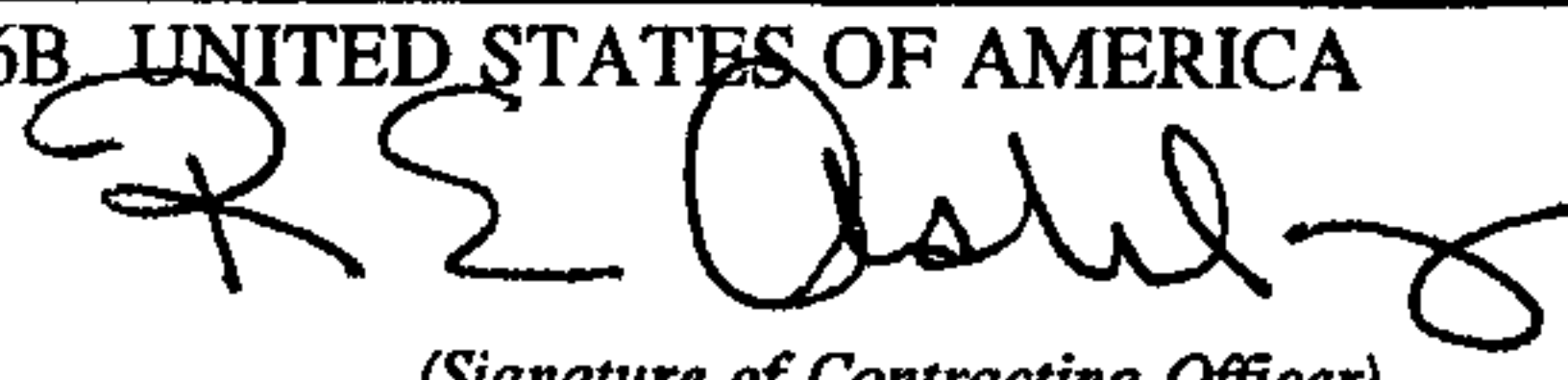
As a result of this modification, the total amount of funds obligated on this contract remains unchanged at \$2,988,047

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Order from Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1</b>   <b>1</b>
2. AMENDMENT/MODIFICATION NO. <b>P00002</b>		3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PR NO.		5. PROJECT NO. <i>(if applicable)</i>
6. ISSUED BY <b>Office of the Secretary of Defense Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101</b>		CODE <b>HQ0006</b>	7. ADMINISTERED BY <i>(If other Item 6)</i> <b>DCMC Oxnard 4111 San Pedro St. Suite 1 Port Hueneme, CA 93043-4410</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010</b>			(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			( )	9B. DATED <i>(SEE ITEM 11)</i>	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>	
			( )	10B. DATED <i>(SEE ITEM 11)</i> <b>April 1, 2002</b>	
CODE <b>1DB04</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA <i>(IF REQUIRED)</i> <b>N/A</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(✓)	A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER <i>(Specify type of modification and authority)</i>				
E. IMPORTANT: Contractor [X] is not [ ] is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i> <b>The purpose of this modification is to make an administrative correction to the Cage code appearing on modification P00001 dated 16 May 2002. As a result the Cage code is changed from 4L958 to 1DB04.</b>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER <b>ROBERT E. ASHLEY, JR. Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>		16C. DATE SIGNED <b>8/27/02</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PR NO.	
6. ISSUED BY Office of the Secretary of Defense Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101		CODE HQ0006	7. ADMINISTERED BY (If other item 6) DCMC Oxnard 4111 San Pedro St. Suite 1 Port Hueneme, CA 93043-4410	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010			9A. AMENDMENT OF SOLICITATION NO.	
CODE 4L958			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X HQ0006-02-C-0037	
			10B. DATED (SEE ITEM 11) April 1, 2002	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION [ ] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED) SEE SECTION G				
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
(✓)	A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor [ ] is not [ X ] is required to sign this document and return 3 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) (Continued on Page 2) Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Kristine M. Gardner Vice President Programs		16A. NAME AND TITLE OF CONTRACTING OFFICER ROBERT E. ASHLEY, JR. Contracting Officer		
15B. CONTRACTOR/OFFEROR Kristine M Gardner (Signature of person authorized to sign)	15C. DATE SIGNED 11/7/02	16B. UNITED STATES OF AMERICA RE Ashley (Signature of Contracting Officer)	16C. DATE SIGNED NOV 13 2002	



**STANDARD FORM 26** – is revised as follows:


This modification reflects additional work to the original tasking under this contract for Expanded Shuttle Bus Transportation as outlined in Attachment 1.

As a result of this modification, the total amount of **funds** obligated on this contract remains the same at \$2,988,047.

As a result of this modification, the total contract **value** for CLIN 0001 on this contract is increased by \$323,726 to read from \$4,864,583 to \$5,188,309.

Replacement page 2 of 27, Section B, Supplies or Services and Prices is provided to reflect changes to the Base Year.

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1   2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>See Block 16C</b>		4. REQUISITION/PR NO.		5. PROJECT NO. <i>(if applicable)</i>
6. ISSUED BY <b>Office of the Secretary of Defense Missile Defense Agency (MDA/CTI) 7100 DEFENSE, PENTAGON WASHINGTON, DC 20301-7100 ATTN: Mr. Robert E. Ashley (703) 695-9101</b>		CODE <b>HQ0006</b>		7. ADMINISTERED BY <i>(If other Item 6)</i> <b>DCMC Oxnard 4111 San Pedro St. Suite 1 Port Hueneme, CA 93043-4410</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>ENGINEERING MANAGEMENT CONCEPTS 295 WILLIS DRIVE, SUITE B CAMARILLO, CA 93010</b>				(✓)		9A. AMENDMENT OF SOLICITATION NO.
				<b>X</b>		9B. DATED <i>(SEE ITEM 11)</i>
						10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>
						10B. DATED <i>(SEE ITEM 11)</i> <b>April 1, 2002</b>
CODE <b>4L958</b>		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION						
[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.						
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided by each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA <i>(IF REQUIRED)</i>  <b>SEE SECTION G</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(✓)		A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<b>X</b>		D. OTHER <i>(Specify type of modification and authority)</i> <b>FAR 52.232-22 "Limitation of Funds"</b>				
E. IMPORTANT: Contractor [ X ] is not [ ] is required to sign this document and return ____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>  <b>The purpose of this modification is to provide incremental funding. (See Page 2)</b> Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER <b>ROBERT E. ASHLEY, JR. Contracting Officer</b>		
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>		16C. DATE SIGNED <b>NOV 19 2002</b>



**STANDARD FORM 26** – is revised as follows:

This modification provides incremental funding in the amount of \$240,000.

As a result of this modification, the total amount of **funds** obligated on this contract has increased by \$240,000 from \$2,988,047 to \$3,228,047.

**ACCOUNTING AND APPROPRIATION**

**Summary for the Payment Office**

The contract ACRN AB has been added.

AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954

Was increased by \$240,000 from \$0 to \$240,000.

**ACRN Summary:**

AA: 9720400.2520 40603882C 2599 012123 BMDO 012 485 8746

Total ACRN: \$2,988,047 (UNCHANGED)

AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954

Total ACRN: \$240,000 (INCREASED)

ds

Replacement page 12 of 27 is provided to reflect this change.

Except as provided herein, all other terms and conditions remain unchanged and in full force and effect.

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:


CLIN 0001: \$3,228,047  
Estimated funds exhaustion date: March 31, 2003

**G-9 ACCOUNTING AND APPROPRIATION DATA**

CLINs 0001

ACRN: AA  
ACCT CLASS: 9720400.2520 40603882C 2599 012123 BMDO 012 485 8746  
AMOUNT: \$2,988,047  
TOTAL ACRN: \$2,988,047

ACRN: AB  
ACCT CLASS: 9730400.2520 40603882C 2525 012123 BMDO0127161954  
AMOUNT: \$240,000  
TOTAL ACRN: \$240,000





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00005</b>		3. EFFECTIVE DATE <b>16-Jan-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual agreement of the parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to (1) add a second shuttle bus service, (2) revise attachment 1, (3) correct block 7 of modifications P00001 through P00004 and (4) provide incremental funding. See continuation Page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER TEL: (703) 486-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>R E Ashley</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>24-Jan-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to:

1. Add a second shuttle bus service
2. Revise Attachment 1
3. Correct Block 7 of modifications P00001 through P00004, and
4. Provide incremental funding.

**SECTION G - CONTRACT ADMINISTRATION DATA**

1. This modification reflects additional work to the original tasking for expanded shuttle bus transportation as outlined in **Attachment 1**.
2. Block 7 of modifications P00001 through P00004 are corrected to:

DCM Van Nuys  
6230 Van Nuys Boulevard  
Van Nuys, CA 91401-2713

**Accounting and Appropriation**

1. As a result of this modification, the total **estimated cost** for CLIN 0001 was increased by \$264,729 from \$4,934,444 to \$5,199,173.
2. As a result of this modification, the total **fixed fee** for CLIN 0001 was increased by \$18,531 from \$253,865 to \$272,396.
3. As a result of this modification, the total **estimated cost plus fixed fee** for CLIN 0001 was increased by \$283,260 from \$5,188,309 to \$5,471,569.

**Summary for the Payment Office**

1. As a result of this modification, the total **funded** amount for this contract was increased by \$140,000.00 from \$3,228,047.00 to \$3,368,047.00.
2. ACRN AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954  
Increased by \$140,000.00 from \$240,000.00 to \$380,000.00

Appropriate change pages are incorporated to reflect these changes.

Except as provided herein and in modifications P00001 through P00004, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>		3. EFFECTIVE DATE <b>01-Mar-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add enhanced FIAC capabilities. See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER TEL: (703) 486-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>R E Ashley</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>20-Mar-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to expand the Financial Integration and Assessment Center (FIAC) capabilities to incorporate Small Business functions in the development and integration of FIAC financial functions and products located at Sequoia Plaza, Arlington, Virginia.

**SECTION A - SOLICITATION/CONTRACT FORM**

The total **estimated cost** of this contract has increased by \$215,537 from \$5,199,173 to \$5,414,710.

The total **fixed fee** of this contract has increased by \$18,651 from \$272,396 to \$291,047.

The total **estimated cost plus fixed fee** of this contract has increased by \$234,188 from \$5,471,569 to \$5,705,757.

**SECTION B - SUPPLIES OR SERVICES AND PRICES****1. CLIN 0001**

- a. The estimated/max cost has increased by \$215,537.00 from \$5,199,173.00 to \$5,414,710.00.
- b. The fixed fee has increased by \$18,651.00 from \$272,396.00 to \$291,047.00.
- c. The total estimated cost plus fixed fee has increased by \$234,188.00 from \$5,471,569.00 to \$5,705,757.00.

**2. CLIN 0101**

- a. The estimated/max cost has increased by \$92,642.00 from \$1,885,819.00 to \$1,978,461.00.
- b. The fixed fee has increased by \$6,485.00 from \$66,724.00 to \$73,209.00.
- c. The total estimated cost plus fixed fee has increased by \$99,127.00 from \$1,952,543.00 to \$2,051,670.00.

**3. CLIN 0201**

- a. The estimated/max cost has increased by \$96,116.00 from \$1,958,490.00 to \$2,054,606.00.
- b. The fixed fee has increased by \$6,728.00 from \$69,363.00 to \$76,091.00.
- c. The total estimated cost plus fixed fee has increased by \$102,844.00 from \$2,027,853.00 to \$2,130,697.00.

**4. CLIN 0301**

- a. The estimated/max cost has increased by \$99,721.00 from \$2,033,935.00 to \$2,133,656.00.
- b. The fixed fee has increased by \$6,980.00 from \$72,104.00 to \$79,084.00.
- c. The total estimated cost plus fixed fee has increased by \$106,701.00 from \$2,106,039.00 to \$2,212,740.00.

Except as provided herein, and in modifications P00001 through P00005, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00007</b>		3. EFFECTIVE DATE <b>15-Mar-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DOMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HALIN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to expand the FIAC capability and provide incremental funding. See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER TEL: (703) 486-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>R E Ashley</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>26-Mar-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

The purpose of this modification is to:

1. Expand the FIAC capacity by approximately 14,800 square feet and the necessary additional security/facility management and related miscellaneous equipment and supplies, and
2. Provide incremental funding.

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract (for the base period and all options) was increased by \$4,626,679.00 from \$12,100,864.00 to \$16,727,543.00.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## Accounting and Appropriation

CLIN 0001

1. As a result of this modification, the total **estimated cost** was increased by \$1,774,995 from \$5,414,710 to \$7,189,705.
2. As a result of this modification, the total **fixed fee** was increased by \$153,427 from \$291,047 to \$444,474.
3. As a result of this modification, the total **estimated cost plus fixed fee** was increased by \$1,928,421 from \$5,705,757 to \$7,634,179.

CLIN 0101

1. As a result of this modification, the total **estimated cost** was increased by \$823,288 from \$1,978,461 to \$2,801,749.
2. As a result of this modification, the total **fixed fee** was increased by \$57,630 from \$73,209 to \$130,839.
3. As a result of this modification, the total **estimated cost plus fixed fee** was increased by \$880,918 from \$2,051,670 to \$2,932,588.

CLIN 0201

1. As a result of this modification, the total **estimated cost** was increased by \$840,404 from \$2,054,606 to \$2,895,010.
2. As a result of this modification, the total **fixed fee** was increased by \$58,828 from \$76,091 to \$134,919.
3. As a result of this modification, the total **estimated cost plus fixed fee** was increased by \$899,232 from \$2,130,697 to \$3,029,929.

CLIN 0301

1. As a result of this modification, the total **estimated cost** was increased by \$858,044 from \$2,133,656 to \$2,991,700.
2. As a result of this modification, the total **fixed fee** was increased by \$60,063 from \$79,084 to \$139,147.
3. As a result of this modification, the total **estimated cost plus fixed fee** was increased by \$918,107 from \$2,212,740 to \$3,130,847.



## SECTION G - CONTRACT ADMINISTRATION DATA

This modification reflects additional work to the original tasking for expanded FIAC capabilities at Sequoia Plaza, Arlington, VA.

The total **estimated cost** for the base period was increased by \$1,774,995 from \$5,414,710 to \$7,189,705.

The total **fixed fee** for the base period was increased by \$153,427 from \$291,047 to \$444,474.

The total **estimated cost plus fixed fee** for the base period was increased by \$1,928,421 from \$5,705,757 to \$7,634,179.

If the period of performance of this contract ends before the 5-year lease term expires, MDA will provide for reasonable, allowable, and allocable contract closeout costs.

### Summary for the Payment Office

1. As a result of this modification, the total **funded** amount for this contract was increased by \$2,692,990 from \$3,368,047 to \$6,061,037.

ACRN AA:	9720400.2520 40603882C 2599 012123 BMDO0124858746
AMOUNT:	\$2,988,047 (No change)

ACRN AB:	9730400.2520 40603882C 2525 012123 BMDO0127161954
AMOUNT:	\$380,000.00 (No Change)

ACRN AC:	9730400.2520 60901598C 2599 012123 BMDO0134693825
AMOUNT:	\$444,376 ( <b>Increase</b> )
ACRN TOTAL:	\$444,376

ACRN AD:	9730400.2520 60901598C 2599 012123 BMDO0134693826
AMOUNT:	\$1,135,112 ( <b>Increase</b> )
ACRN TOTAL:	\$1,135,112

ACRN AE:	9730400.2520 40603883C 2518 012123 BMDO0134703828
AMOUNT:	\$1,113,502 ( <b>Increase</b> )
ACRN TOTAL:	\$1,113,502

Except as provided herein and in modifications P00001 through P00006, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)

**NO P00008  
DUE TO SYSTEMS  
ERROR**



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>11</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00009</b>		3. EFFECTIVE DATE <b>15-Apr-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>		
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>		
CODE <b>1DB04</b>		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
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X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the revised SOW and DD 254. See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER TEL: (703) 486-0142 EMAIL: Robert.Ashley@MDA.OSD.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>RE Ashley</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>22-Apr-2003</b>
(Signature of person authorized to sign)						

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## **SUMMARY OF CHANGES**

The purpose of this modification is to incorporate the attached revised Statement of Work (SOW) and revision 1 of the DD 254 dated 04/02/03.

Please note: Modification P00008 will be **not** be issued.

Except as provided herein, and in modifications P00001 through P00007, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)



**STATEMENT OF WORK  
FOR  
FINANCIAL INTEGRATION AND ASSESSMENT CENTER  
FOR  
THE MISSILE DEFENSE AGENCY**

**1.0 BACKGROUND**

The current administration has made ballistic missile defense a top national security program, which has resulted in an increase in the scope of the Missile Defense Agency (MDA) mission and a corresponding need to restructure the organization to include additional MDA programs. This has created a critical situation in terms of being able to provide integrated financial services to ensure effective integration of MDA financial products, such as earned value analyses, cost estimates, and budget execution data to support the development of an auditable Annual Financial Statement, and to ensure compliance with applicable financial laws and regulations.

**2.0 PURPOSE**

To provide a Financial Integration and Assessment capability to integrate MDA financial services and products and to develop an auditable Annual Financial Statement. A central location will enhance the integration of these fiscal products to support MDA's mission and facilitate compliance with applicable financial laws and regulations.

**3.0 SCOPE**

The scope of work is to provide MDA with Financial Integration and Assessment capability to integrate MDA financial services and products and facilitate compliance with applicable financial laws and regulations. The contractor shall provide MDA the capability to carry out this critical core planning required to satisfy expanded MDA mission requirements. The contractor shall plan to facilitate the intricate and detailed functions of cost estimating, financial analysis and accounting, earned value management, performance measurement analysis, and related information management to support the automation of these processes. Co-location of these activities will create synergy among these functions and facilitate the sharing of programmatic material and information, and enhance productivity. Establishment of this automated, safe guarded, and administered annex provides for an effective and efficient centralized capability for the collection, analysis, assessment, development, and integration of MDA financial services, including classified materials.

#### **4.0 APPLICABLE DOCUMENTS**

- 4.1 MDA FOB2 Concept of Operations
- 4.2 Other applicable documents in effect at the time of contract initiation.

#### **5.0 TASK DESCRIPTION**

The contractor shall perform the following task to provide a financial integration and assessment capability to include the following services and/or resources:

The contractor shall provide the managerial, technical, and administrative resources required to ensure the development and integration of MDA financial functions and products to produce essential Agency financial services, including an auditable Annual Financial Statement. In addition, enhanced Financial Integration and Assessment capabilities are required to ensure the development and integration of MDA financial functions and products. This includes activities related to MDA program planning and acquisition strategy, programming, and investment analysis. The enhanced programming capability is critical to ensure adequate interplay of these various Planning, Programming and Budgeting (PPBS) activities to develop timely, sufficient acquisition program justification for OSD and the Congress. Incorporation of investment analysis capability is required to understand various analyses related to current performance and business investment options. This encompasses establishing and operating a facility to co-locate requisite government personnel and support contractors to facilitate the development and integration of financial products. Facility operation will include but not be limited to providing shuttle services, security and access control, telecommunications, office equipment, conference capabilities, video teleconferencing, logistics, and maintenance. The Contractor will support MDA operations by providing two (2) shuttle bus transportations between Sequoia Plaza, FOB2, and Crystal City every half hour, Monday through Friday, 6:30 a.m. – 6:30 p.m. using a 21-passenger, ADA-compliant van. Two drivers will be used for each bus to provide the shuttle service for 12 hours each workday. The contractor will support financial integration activities by using key integrating and comparative tools of earned value management and cost estimating; by providing a facility for the co-location of requisite cost estimating, financial analysis and accounting, earned value management, and information management personnel; by providing computer work stations and a Local Area Network to provide connectivity among facility work stations; and by providing conference rooms and supporting meetings and conferences necessary for development of integrated financial products. Co-location of these activities will create synergy among these functions and facilitate the sharing of technical and programmatic material and information, and enhance productivity. These financial functions and products include compliance with the requirements of the Chief Financial Officer Act, the Senior Financial Management



Oversight Council, and the Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations using key integrating and comparative tools of earned value management and cost estimating. The contractor shall have knowledge of and access to support the Program, Planning, and Budgeting System (PPBES) documentation and analysis, Acquisition Plans, individual acquisition program baselines (APBs), contract baselines/baseline reviews, including schedules, budgets, funding, and estimates-at-completion to facilitate the integration of data. This organized and correlated program financial data will (1) permit integration of programs and contract objectives and schedules with cost estimating, resource planning, and budget execution and reporting; (2) facilitate compliance with external financial management, accounting, and auditing laws and regulations; and (3) promote financial efficiency, effectiveness, and timeliness. The contractor shall facilitate the development and maintenance of these integrated financial assessments for compliance with financial laws and directives including the following:

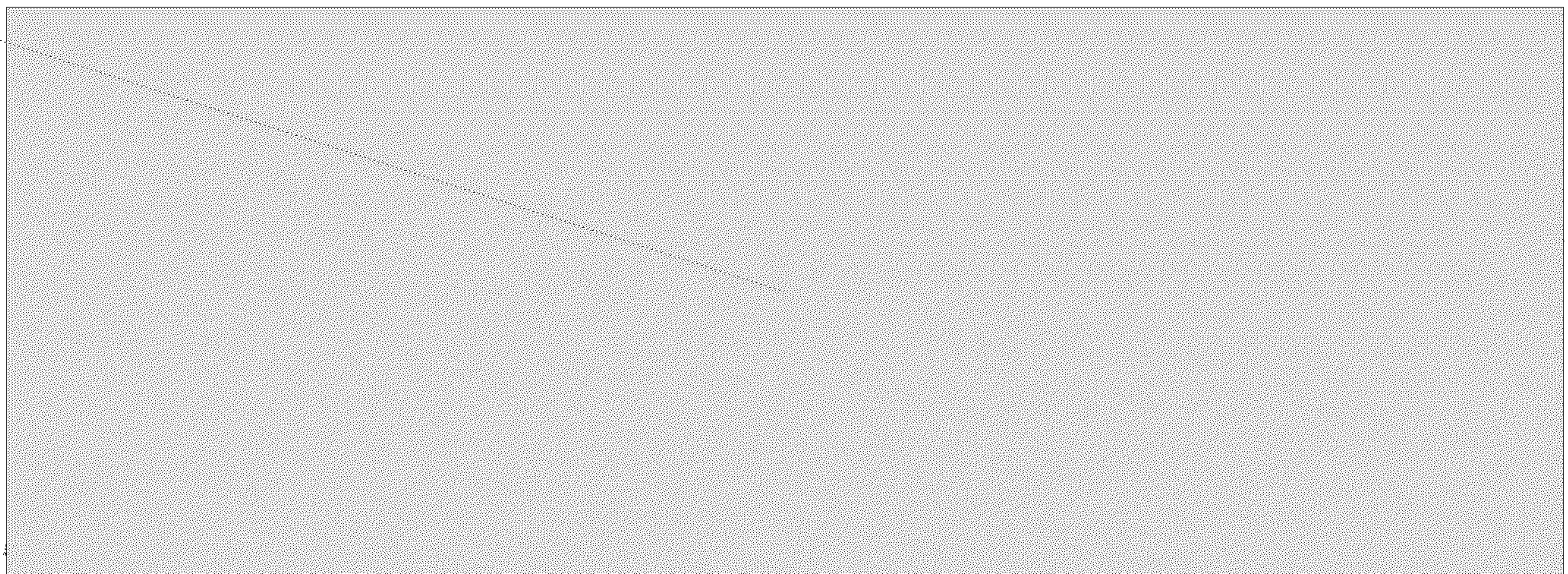
- ? Chief Financial Officer Act (CFOA)- the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the AFS also requires personnel with knowledge of the Financial Management Improvement Program, the Federal Financial Manager's Integrity Act, and the Federal Financial Accounting Standards and their timely implementation. The CFOA also requires that MDA obtain a Certified Public Accountant assessment and audit of the AFS. One of the primary goals of the CFOA is for the Department of Defense to receive unqualified audits by an independent Certified Public Accounting (CPA) firm of all department Financial Statements. As part of this activity, MDA must continue improving financial systems and processes, conducting general and application control reviews, cleansing data, compiling financial reports, and preparing for future audits of financial statements. Co-location of the functions of cost estimating, financial analysis and accounting, earned value management, internal assessments, and information management and technology will greatly facilitate MDA compliance with CFOA requirements.
- ? Senior Financial Management Oversight Council (SFMOC)- In January 2001, The Department of Defense created the SFMOC to oversee and monitor actions needed to ensure that DoD critical accounting, finance, and feeder systems complied with federal financial management requirements. This process consists of five Phases: awareness, evaluation, renovation, validation, and compliance. MDA is one of the 9 designated Defense Agencies required to complete this process. To comply with

Phase 1 of the process, MDA personnel are in the process of mapping the flow of financial transactional information from points of origin to reporting in the various lines on the Annual Financial Statement and complying with the other criteria under Phase 1. The contractor will facilitate this process by co-locating the functions of cost estimating, financial analysis and accounting, performance measurement analysis, and information management and technology.

- ? Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations- The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a detailed review of all Procurement, Research, Development, Testing and Evaluation and Military Construction funds in excess of \$200,000. This review must be completed within 14 days after January 31, May 31, and September 30, and a formal signed confirmation statement must be prepared and forwarded to the Department of Defense, Office of the Deputy Comptroller. The contractor shall facilitate this Tri-Annual Review process by co-locating the necessary data, automation, and review functions.
- ? Promote Efficiency, Effectiveness, and Timeliness- Besides compliance with various external financial laws and directives, the contractor shall promote increased financial efficiency, effectiveness, and timeliness. These co-located MDA activities will facilitate the linkage of budget and accounting processes, the execution of internal financial management improvement studies with program contract baseline cost, schedule, and risk analysis, and the monitoring of property accountability and documentation.

## 5.1 SECURITY SERVICES

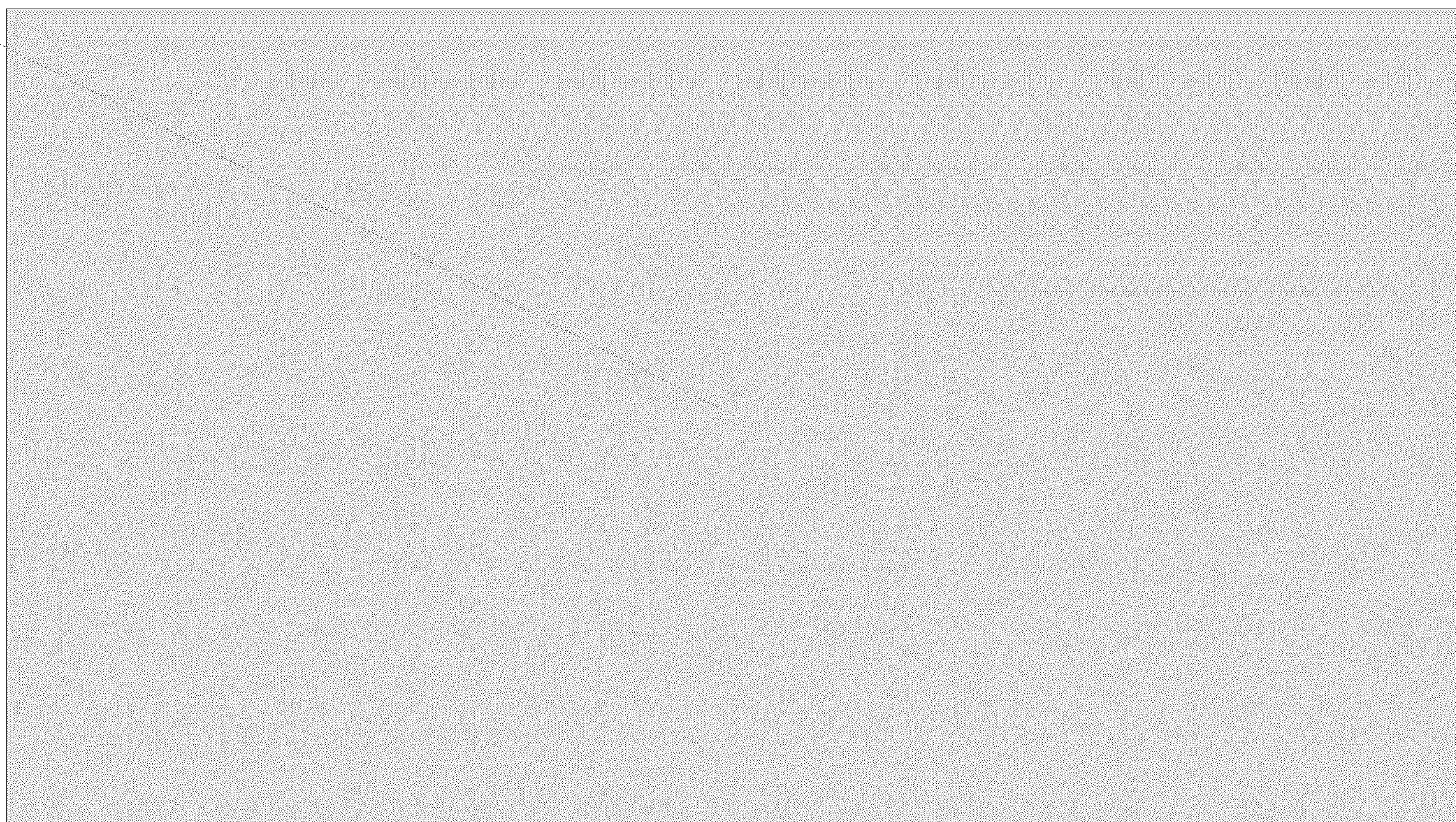
(b)(2)



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(b)(2)



## **6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for a base period of two (2) years from the start of the contract with three (3) one-year options.

## **7.0 DELIVERABLES**

The contractor will provide the government with a monthly status report covering all areas of this statement of work. The report will be provided 20 days after the completion of the reporting period.

**8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)  
AND TECHNICAL ASSISTANT (TA).**

The COR and TA for this contract is Mr. Billy Love, MDA/RM, (703) 697-8488. The TA for matters pertaining to access control, classified document

(b)(6) control and classified telecommunications is [REDACTED] MDA/SC (b)(6)

(b)(6) [REDACTED]



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <div style="text-align: center;">U</div>		PAGE OF PAGES <div style="text-align: center;">1      5</div>	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 01-May-2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-02-C-0037			
				X 10B. DATED (SEE ITEM 13) 27-Nov-2002			
CODE    1DB04		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
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X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to expand the FIAC capability at Sequoia Plaza by approximately 9,486 square feet and provide incremental funding in the amount of \$821,105. See Page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT E. ASHLEY, JR. / CONTRACTING OFFICER TEL: (703) 486-0142      EMAIL: Robert.Ashley@MDA.OSD.MIL			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>RE Ashley</u> (Signature of Contracting Officer)		16C. DATE SIGNED 05-May-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to expand the FIAC capability at Sequioa Plaza, Arlington, VA and provide incremental funding in the amount of \$821,105.

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$2,614,726.00 from \$16,727,543.00 to \$19,342,269.00.

**SECTION B - SUPPLIES OR SERVICES AND PRICES****CLIN 0001**

1. The estimated/max cost has increased by \$994,015.00 from \$7,189,705.00 to \$8,183,720.00.
2. The fixed fee has increased by \$86,656.00 from \$444,474.00 to \$531,130.00.
3. The total cost of this line item has increased by \$1,080,671.00 from \$7,634,179.00 to \$8,714,850.00.

**CLIN 0101**

1. The estimated/max cost has increased by \$467,554.00 from \$2,801,749.00 to \$3,269,303.00.
2. The fixed fee has increased by \$24,395.00 from \$130,839.00 to \$155,234.00.
3. The total cost of this line item has increased by \$491,949.00 from \$2,932,588.00 to \$3,424,537.00.

**CLIN 0201**

1. The estimated/max cost has increased by \$485,470.00 from \$2,895,010.00 to \$3,380,480.00.
2. The fixed fee has increased by \$25,649.00 from \$134,919.00 to \$160,568.00.
3. The total cost of this line item has increased by \$511,119.00 from \$3,029,929.00 to \$3,541,048.00.

**CLIN 0301**

1. The estimated/max cost has increased by \$504,038.00 from \$2,991,700.00 to \$3,495,738.00.
2. The fixed fee has increased by \$26,949.00 from \$139,147.00 to \$166,096.00.
3. The total cost of this line item has increased by \$530,987.00 from \$3,130,847.00 to \$3,661,834.00.



**SECTION G - CONTRACT ADMINISTRATION DATA****Accounting and Appropriation****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$821,105.00 from \$6,061,037.00 to \$6,882,142.00.

ACRN AA: 9720400.2520 40603882C 2599 012123 BMDO0124858746  
AMOUNT: \$2,988,047 (No change)

ACRN AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954  
AMOUNT: \$380,000.00 (No Change)

ACRN AC: 9730400.2520 60901598C 2599 012123 BMDO0134693825  
AMOUNT: \$195,026.00 (**Increase**)  
ACRN AMOUNT: \$639,402.00

ACRN AD: 9730400.2520 60901598C 2599 012123 BMDO0134693826  
AMOUNT: \$1,135,112 (No change)

ACRN AE: 9730400.2520 40603883C 2518 012123 BMDO0134703828  
AMOUNT: \$1,113,502 (No change)

ACRN AF: 9730400.2520 40603883C 2518 012123 BMDO0135194765  
AMOUNT: \$626,079.00 (**Increase**)  
ACRN AMOUNT: \$626,079.00

The contract ACRN AF has been added.

Except as provided herein and in modifications P00001 through P00009, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00011</b>		3. EFFECTIVE DATE <b>01-Jun-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ00006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add a third shuttle bus service, revise attachment 1, incorporate FAR 52.229-4 and provide incremental funding. See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN B. RICHARDSON / CONTRACTING OFFICER TEL: (703) 695-6632 EMAIL: bany.richardson@mda.osd.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>John B. Richardson</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>10-Jun-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to add a third shuttle bus service, revise attachment 1, incorporate FAR 52.229-4 and provide incremental funding in the amount of \$96,710.

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$193,411 from \$19,342,269 to \$19,535,680.

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

## CLIN 0001

The estimated/max cost has increased by \$180,758 from \$8,183,720 to \$8,364,478.

The fixed fee has increased by \$12,653 from \$531,130 to \$543,783.

The total cost of this line item has increased by \$193,411 from \$8,714,850 to \$8,908,261.

**SECTION G - CONTRACT ADMINISTRATION DATA****Accounting and Appropriation****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$96,710 from \$6,882,142 to \$6,978,852.

ACRN AA:	9720400.2520 40603882C 2599 012123 BMDO0124858746
AMOUNT:	\$2,988,047 (No change)
ACRN AB:	9730400.2520 40603882C 2525 012123 BMDO0127161954
AMOUNT:	\$380,000 (No Change)
ACRN AC:	9730400.2520 60901598C 2599 012123 BMDO0134693825
AMOUNT:	\$639,402 (No change)
ACRN AD:	9730400.2520 60901598C 2599 012123 BMDO0134693826
AMOUNT:	\$1,135,112 (No change)
ACRN AE:	9730400.2520 40603883C 2518 012123 BMDO0134703828
AMOUNT:	\$1,113,502 (No change)
ACRN AF:	9730400.2520 40603883C 2518 012123 BMDO0135194765
AMOUNT:	\$626,079 (No change)
ACRN AG:	9730400.2520 60901598C 2525 012123 BMDO0135405159
AMOUNT:	\$96,710 (Increase)
ACRN TOTAL:	\$96,710

**SECTION I - CONTRACT CLAUSES**

The following has been added by reference:

52.229-4	Federal, State And Local Taxes (State and Local Adjustments)	APR 2003
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Except as provided herein and in modifications P00001 through P00010, all other terms and conditions hereby remain unchanged and in full force and effect.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00012</b>		3. EFFECTIVE DATE <b>29-Sep-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>							
D. OTHER (Specify type of modification and authority)							
IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to expand the FIAC capability at Sequoia Plaza, Arlington, VA, add a Senior Consultant, replace an Assistant Facility Manager with a Project Engineer/Manager and provide incremental funding in the amount of \$1,286,880.00. See page two.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN B. RICHARDSON / DIRECTOR, CTS TEL: (703) 486-0142 EMAIL: bany.richardson@mda.osd.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>John B. Richardson</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>03-Oct-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,660,645.00 from \$19,535,680.00 to \$22,196,325.00.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

A senior consultant is being added to CLIN 0001 with a period of performance of September 29, 2003 through December 31, 2003. In addition, an Assistant Facility Manager is being replaced by a Project Engineer/Manager.

## CLIN 0001

The estimated/max cost has increased by \$923,961.00 from \$8,364,478.00 to \$9,288,439.00.

The fixed fee has increased by \$83,646.00 from \$543,783.00 to \$627,429.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$1,007,607.00 from \$8,908,261.00 to \$9,915,868.00.

## CLIN 0101

The estimated/max cost has increased by \$496,658.00 from \$3,269,303.00 to \$3,765,961.00.

The fixed fee has increased by \$34,766.00 from \$155,234.00 to \$190,000.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$531,424.00 from \$3,424,537.00 to \$3,955,961.00.

## CLIN 0201

The estimated/max cost has increased by \$514,295.00 from \$3,380,480.00 to \$3,894,775.00.

The fixed fee has increased by \$36,001.00 from \$160,568.00 to \$196,569.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$550,296.00 from \$3,541,048.00 to \$4,091,344.00.

## CLIN 0301

The estimated/max cost has increased by \$533,942.00 from \$3,495,738.00 to \$4,029,680.00.

The fixed fee has increased by \$37,376.00 from \$166,096.00 to \$203,472.00.

The unit of issue has changed from Lot to Group.

The total cost of this line item has increased by \$571,318.00 from \$3,661,834.00 to \$4,233,152.00.

## SECTION G - CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,286,880.00 from \$6,978,852.00 to \$8,265,732.00.

## SUBCLIN 000102:

AH: 9720400.2520 40603880C 2599 012123 BMDO0136697564 was increased by \$1,286,880.00 from \$0.00 to \$1,286,880.00

The contract ACRN AH has been added.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00013</b>		3. EFFECTIVE DATE <b>01-Nov-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to expand the shuttle bus services by adding three (3) additional daily shuttle runs to the current schedule and provide incremental funding in the amount of \$20,240. See following page(s).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 486-0674 EMAIL: Diane.Knight@mda.osd.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i>		16C. DATE SIGNED <b>03-Nov-2003</b>	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$23,410.55 from \$22,196,325.00 to \$22,219,735.55.

SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0001**

The estimated/max cost has increased by \$21,878.55 from \$9,288,439.00 to \$9,310,317.55.

The fixed fee has increased by \$1,532.00 from \$627,429.00 to \$628,961.00.

The total cost of this line item has increased by \$23,410.55 from \$9,915,868.00 to \$9,939,278.55.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$20,240.00 from \$8,265,732.00 to \$8,285,972.00.

SUBCLIN 000102:

AJ: 9730400.2520 40603882C 2523 012123 BMDO0136687558 was increased by \$20,240.00 from \$0.00 to \$20,240.00

The contract ACRN AJ has been added.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1</b>   <b>2</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00014</b>		3. EFFECTIVE DATE <b>16-Oct-2003</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add two temporary accountants. See page two.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN B. RICHARDSON / DIRECTOR, CTS TEL: (703) 486-0142 EMAIL: bany.richardson@mda.osd.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>John B. Richardson</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>21-Nov-2003</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$90,864.00 from \$22,219,735.55 to \$22,310,599.55.

SECTION B - SUPPLIES OR SERVICES AND PRICES

Two accountants/financial managers are being added to CLIN 0001. The periods of performance are October 16, 2003 through December 31, 2003 (456 hours) and November 3, 2003 through December 31, 2003 (360 hours).


**CLIN 0001**

The estimated/max cost has increased by \$84,920.00 from \$9,310,317.55 to \$9,395,237.55.

The fixed fee has increased by \$5,944.00 from \$628,961.00 to \$634,905.00.

The total cost of this line item has increased by \$90,864.00 from \$9,939,278.55 to \$10,030,142.55.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1</b>   <b>4</b>
2. AMENDMENT/MODIFICATION NO. <b>P00015</b>	3. EFFECTIVE DATE <b>29-Dec-2003</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-02-C-0037		
		X 10B. DATED (SEE ITEM 13) 27-Nov-2002		
CODE <b>1DB04</b>		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: add enhanced FIAC capabilities, expand the MDA shuttle bus service by adding two (2) additional buses to service the Suffolk Building; increase the authorized contract ceiling to include the cost of the FIAC capabilities and additional shuttles; revise Attachment 1; extend the period of performance of three temporary accountants/financial managers; and provide incremental funding in the amount of \$1,744,000.00. See pages 2-4.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703)486-0176 EMAIL: marc.lesser@mda.osd.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>09-Feb-2004</b>	



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to add enhanced FIAC capabilities; expand the MDA shuttle bus service by adding two (2) additional buses to service the Suffolk Building; increase the authorized contract ceiling to include the cost of the FIAC capabilities and the additional shuttles; revise Attachment 1; extend the period of performance of three temporary accountants/financial managers; and provide incremental funding in the amount of \$1,744,000.00.

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was decreased by \$11,818,197.00 from \$22,310,599.55 to \$10,492,402.55.

**Note: There was no actual reduction to the authorized contract value. The contract value of \$22,310,599.55 was overstated as it included the cost and fee of all option years. This modification revises the CLIN status of the option CLINs from No Status to Option. As a result, the value of the options was removed from the current authorized contract ceiling, but will be reflected in the authorized contract ceiling at such time when the options are exercised. The contract value of \$10,492,402.55 is the authorized contract ceiling of the base period.**

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

The period of performance of the senior consultant added to CLIN 0001 via modification P00012 is hereby extended from December 31, 2003, through February 29, 2004.

The period of performance of the two accountants/financial managers added to CLIN 0001 via modification P00014 is hereby extended from December 31, 2003, through February 6, 2004.

**CLIN 0001**

The estimated/max cost has increased by \$424,475.00 from \$9,395,237.55 to \$9,819,712.55.

The fixed fee has increased by \$37,785.00 from \$634,905.00 to \$672,690.00.

The total cost of this line item has increased by \$462,260.00 from \$10,030,142.55 to \$10,492,402.55.

**CLIN 0101**

The option status has changed from No Status to Option.

**CLIN 0102**

The option status has changed from No Status to Option.

**CLIN 0201**

The option status has changed from No Status to Option.

**CLIN 0202**

The option status has changed from No Status to Option.

**CLIN 0301**

The option status has changed from No Status to Option.

**CLIN 0302**

The option status has changed from No Status to Option.

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Incremental Funding for CLIN 0001 FFP				
				NET AMT	\$0.00
	ACRN AK Funded Amount				\$1,744,000.00

FOB: Destination

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2002 TO 31-MAR-2004	N/A	N/A FOB: Destination	

The following Delivery Schedule for CLIN 0002 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2002 TO 31-MAR-2004	N/A	N/A FOB: Destination	

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,744,000.00 from \$8,285,972.00 to \$10,029,972.00.

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AK  
Acctng Data: 9740400.2520 60901598C 2312 012123 BMDO0137589694  
Increase: \$1,744,000.00  
Total: \$1,744,000.00

## ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2520 40603882C 2599 012123 BMDO 012 485 8746  
AMOUNT: \$2,988,047.00

AB: 9730400.2520 40603882C 2525 012123 BMDO0127161954  
AMOUNT: \$380,000.00

AC: 9730400.2520 60901598C 2599 012123 BMDO0134693825



AMOUNT: \$639,402.00

AD: 9730400.2520 60901598C 2599 012123 BMDO0134693826  
AMOUNT: \$1,135,112.00

AE: 9730400.252040603883C 2518 012123 BMDO0134703828  
AMOUNT: \$1,113,502.00

AF: 9730400.2520 40603883C 2518 012123 BMDO0135194765  
AMOUNT: \$626,079.00

AG: 9730400.2520 60901598C 2525 012123 BMDO0135405159  
AMOUNT: \$96,710.00

AH: 9720400.2520 40603880C 2599 012123 BMDO0136697564  
AMOUNT: \$1,286,880.00

AJ: 9730400.2520 40603882C 2523 012123 BMDO0136687558  
AMOUNT: \$20,240.00

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694  
AMOUNT: \$1,744,000.00

**CLIN FUNDING MATRIX**

CLIN 0001 \$10,029,972.00

Estimated Funds Exhaust Date: 31 March 2004

Contract Ceiling:	\$10,492,402.55
Obligated Funds:	<u>\$10,029,972.00</u>
Unobligated Ceiling:	\$ 462,430.55

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00016		3. EFFECTIVE DATE 01-Apr-2004		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO.(If applicable)					
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713	
				CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-02-C-0037	
				X 10B. DATED (SEE ITEM 13) 27-Nov-2002	
CODE 1DB04		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Exercise of Option Clause					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise option 1; increase the authorized contract ceiling in accordance with the Contractor's February 2, 2004, proposal; and provide incremental funding in the amount of \$3,118,000.00. See pages 2-3.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703)486-0176 EMAIL: marc.lesser@mda.osd.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Marc Lesser</u> (Signature of Contracting Officer)	
(Signature of person authorized to sign)				16C. DATE SIGNED 12-Mar-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,255,358.00 from \$10,492,402.55 to \$15,747,760.55.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The estimated/max cost has increased by \$1,249,651.00 from \$3,765,961.00 to \$5,015,612.00.

The fixed fee has increased by \$49,746.00 from \$190,000.00 to \$239,746.00.

The option status has changed from Option to Option Exercised.

The cost constraint NTE has been added.

The total cost of this line item has increased by \$1,299,397.00 from \$3,955,961.00 to \$5,255,358.00.

CLIN 0102

The option status has changed from Option to Option Exercised.

CLIN 0201

The estimated/max cost has increased by \$1,312,462.00 from \$3,894,775.00 to \$5,207,237.00.

The fixed fee has increased by \$52,337.00 from \$196,569.00 to \$248,906.00.

The cost constraint NTE has been added.

The total cost of this line item has increased by \$1,364,799.00 from \$4,091,344.00 to \$5,456,143.00.

CLIN 0301

The estimated/max cost has increased by \$1,376,470.00 from \$4,029,680.00 to \$5,406,150.00.

The fixed fee has increased by \$54,942.00 from \$203,472.00 to \$258,414.00.

The cost constraint NTE has been added.

The total cost of this line item has increased by \$1,431,412.00 from \$4,233,152.00 to \$5,664,564.00.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0101:

DELIVERY DATE	QUANTITY	SHIP TO A DDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0102:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0201:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 01-APR-2005 TO 31-MAR-2006 N/A N/A  
FOB: Destination

The following Delivery Schedule item has been added to CLIN 0202:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2005 TO 31-MAR-2006	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0301:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2006 TO 31-MAR-2007	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0302:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2006 TO 31-MAR-2007	N/A	N/A FOB: Destination	

## SECTION G - CONTRACT ADMINISTRATION DATA

### Accounting and Appropriation

### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,118,000.00 from \$10,029,972.00 to \$13,147,972.00.

CLIN 0101:

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694 was increased by \$3,118,000.00 from \$0.00 to \$3,118,000.00

The contract ACRN AK has been added.

Contract Ceiling:	\$15,747,760.55	
Obligated Funds:	\$13,147,972.00	Estimated Funds Exhaust Date: October 31, 2004
Unobligated Ceiling:	\$ 2,599,788.55	

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   2</b>
2. AMENDMENT/MODIFICATION NO. <b>P00017</b>		3. EFFECTIVE DATE <b>01-Apr-2004</b>		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO.(If applicable)					
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		
			CODE <b>S0512A</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-02-C-0037	
				X 10B. DATED (SEE ITEM 13) 27-Nov-2002	
CODE <b>1DB04</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to extend the period of performance of CLIN 0001 through August 31, 2004, allowing EMC to complete FIAC phases 4 and 5 added via modifications P00012 and P00015, respectively. See page two.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Kristine m Gardner V.P. Programs</b>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marc Lesser</b>		
			TEL: <b>Contracting Officer</b> MAIL:		
15B. CONTRACTOR/OFFEROR <b>Kristine m Gardner</b> (Signature of person authorized to sign)		15C. DATE SIGNED <b>5/26/04</b>		16B. UNITED STATES OF AMERICA BY <b>Marc Lesser</b> (Signature of Contracting Officer)	
				16C. DATE SIGNED <b>6/2/04</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

**The revision to the delivery schedule is strictly to allow the Contractor to complete FIAC Phases 4 and 5, which were added via modifications P00012 and P00015 respectively. This period of performance extension will allow the Contractor to invoice the non-recurring costs to the appropriate CLIN funded for this contract effort.**

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2002 TO 31-MAR-2004	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2002 TO 31-AUG-2004	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 697-8508 FOB: Destination	HQ0006

The CLIN Funding Matrix is unchanged and remains as follows:

CLIN 0001	\$10,029,972.00	
CLIN 0101	<u>\$ 3,118,000.00</u>	
Total	\$13,147,972.00	Estimated Funds Exhaust Date: 31 October 2004

Contract Ceiling	\$15,747,760.55
Obligated Funds	\$13,147,972.00
Unobligated Ceiling	\$ 2,599,788.55

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1   7</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00018</b>		3. EFFECTIVE DATE <b>01-May-2004</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-02-C-0037			
				X 10B. DATED (SEE ITEM 13) 27-Nov-2002			
CODE <b>1DB04</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to increase the contract ceiling for the additional security requirements in the CTX Source Selection area, incorporate SOW attachment 1B, revise the SOW in accordance with the new shuttle schedule and bus size and re-incorporate Section 5.1 added via modification P00009, revise the FLHER CDRL, and provide incremental funding in the amount of \$621,466.00. See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Kristine M Gardner V.P. Programs</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marc Lesser Contracting Officer</b>			
15B. CONTRACTOR/OFFEROR <b>Kristine M Gardner</b> (Signature of person authorized to sign)		15C. DATE SIGNED <b>9-29-04</b>		16B. UNITED STATES OF AMERICA BY <b>Marc Lesser</b> (Signature of Contracting Officer)		16C. DATE SIGNED <b>10/7/04</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$621,466.00 from \$15,747,760.55 to \$16,369,226.55.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	Enhanced FIAC				
EXERCISED	CPFF				
OPTION	Provide enhanced FIAC to support MDA/RM as required.				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
					\$0.00
				TOTAL EST COST + FEE	
	Funded Amount				\$0.00

FOB: Destination

## SUBCLIN 0103AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103AA	Phase IV FIAC		Group		
EXERCISED	CPFF				
OPTION	Phase IV CTX Source Selection area upgrades to the sound transmission coefficient rating as specified by MDA/SISO in order for CTX to conduct business of a sensitive nature in accordance with the attached SOW (Attachment 1B)				
				ESTIMATED COST	\$593,115.00
				FIXED FEE	\$28,351.00
					<hr/>
					\$621,466.00
				TOTAL EST COST + FEE	
	ACRN AL Funded Amount				\$457,633.00
	ACRN AM Funded Amount				\$163,833.00

FOB: Destination



The following full-text items have been modified:

**B-2     ESTIMATED COST AND FIXED FEE**

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	\$26,041,826.55
Fixed Fee:	\$ <u>1,448,107.00</u>
Estimated Cost-Plus-Fixed-Fee:	\$27,489,933.55

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 0103 and SUBCLIN 0103AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

**SECTION F - DELIVERIES OR PERFORMANCE**

The following Delivery Schedule item has been added to CLIN 0103:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 0103AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2004 TO 26-NOV-2004	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**The following ACRNs and funding amounts apply to CLIN 0001**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
<b>Total CLIN 0001 funding:</b>	<b>\$0</b>	<b>\$10,029,972.00</b>

**The following ACRNs and funding amounts apply to CLIN 0101**

	Net Change This Mod Only	Total
The following funds obligated on ACRN AK:	\$0	\$3,118,000.00
<b>Total CLIN 0101 funding:</b>	<b>\$0</b>	<b>\$3,118,000.00</b>

**The following ACRNs and funding amounts apply to CLIN 0103**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$457,633.00	\$457,633.00
The following funds obligated SubCLIN 0103AA ACRN AM:	\$163,833.00	\$163,833.00
<b>Total CLIN 0004 funding:</b>	<b>\$621,466.00</b>	<b>\$621,466.00</b>

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$10,029,972.00
CLIN 0101:	\$ 3,118,000.00
CLIN 0103:	\$ 621,466.00
<b>Total:</b>	<b>\$13,769,438.00</b>
Estimated funds exhaustion date:	October 31, 2004



**G-9     ACCOUNTING AND APPROPRIATION DATA****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$621,466.00 from \$13,147,972.00 to \$13,769,438.00.

**SUBCLIN 0103AA:**

Funding on SUBCLIN 0103AA is initiated as follows:

ACRN: AL

Acctng Data: 9740400.2520 40603882C 2525 012123 BMDO0145903486

Increase: \$457,633.00

Total: \$457,633.00

ACRN: AM

Acctng Data: 9740400.2520 40603886C 2525 012123 BMDO0145903486

Increase: \$163,833.00

Total: \$163,833.00

AA:        9720400.2520 40603882C 2599 012123 BMDO 012 485 8746  
AMOUNT: \$2,988,047.00

AB:        9730400.2520 40603882C 2525 012123 BMDO0127161954  
AMOUNT: \$380,000.00

AC:        9730400.2520 60901598C 2599 012123 BMDO0134693825  
AMOUNT: \$639,402.00

AD:        9730400.2520 60901598C 2599 012123 BMDO0134693826  
AMOUNT: \$1,135,112.00

AE:        9730400.252040603883C 2518 012123 BMDO0134703828  
AMOUNT: \$1,113,502.00

AF:        9730400.2520 40603883C 2518 012123 BMDO0135194765  
AMOUNT: \$626,079.00

AG:        9730400.2520 60901598C 2525 012123 BMDO0135405159  
AMOUNT: \$96,710.00

AH:        9720400.2520 40603880C 2599 012123 BMDO0136697564  
AMOUNT: \$1,286,880.00

AJ:        9730400.2520 40603882C 2523 012123 BMDO0136687558  
AMOUNT: \$20,240.00

AK:        9740400.2520 60901598C 2312 012123 BMDO0137589694  
AMOUNT: \$4,862,000.00

AL:        9740400.2520 40603882C 2525 012123 BMDO0145903486  
AMOUNT: \$457,633.00

AM:        9740400.2520 40603886C 2525 012123 BMDO0145903486  
AMOUNT: \$163,833.00

**H-4 PUBLIC RELEASE OF INFORMATION**

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operating Manual" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include, but are not limited to, technical papers, and responses to news queries that relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for Communications is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

Office of the Secretary of Defense  
Missile Defense Agency  
7100 Defense Pentagon, MDA/DC  
Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal that states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

h. The items submitted must be complete. Photographs shall have captions

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.



**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1, 7 pages, dated March 1, 2002 and September 20, 2004)
ATTACHMENT 1	Statement of Work titled: "Financial Integration and Assessment Center" (6 pages, dated September 20, 2004)
ATTACHMENT 1B	Statement of Work titled: "Phase IV CTX Source Selection Change Orders" 1 page, dated September 20, 2004)
ATTACHMENT 2	Contract Security Classification Specification (DD Form 254, 9 pages)
ATTACHMENT 3	OCI Analysis/Disclosure Form (dated April 1, 2002)
ATTACHMENT 4	Technical Background and Management Plan (dated March 25, 2002)
ATTACHMENT 5	Government Furnished Equipment (Will be provided and incorporated into this contract at time of installation)

(End of Summary of Changes)

**Exhibit A**  
**HQ0006-02-C-0037**

**CONTRACT DATA REQUIREMENTS LIST**  
**FOR**  
**FINANCIAL INTEGRATION AND ASSESSMENT CENTER**  
**MDA/RM**

**SEPTEMBER 20, 2004**

**PREPARED BY**  
**MISSILE DEFENSE AGENCY**



**A. INTRODUCTION**

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

**B. APPLICABLE DOCUMENTS**

DoD 5010.12-L, *Acquisition Management Systems and Data Requirements Control List (AMSDDL)*, Apr. 1997

DoDD 5230.24, *Distribution Statements on Technical Documents*, Mar. 18, 1987

**C. AUTHORITIES (BLOCK 4)**

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Management Systems and Data Requirements Control List (AMSDDL)*, DoD 5010.12-L. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Work (SOW).

**D. APPROVAL (BLOCK 8)**

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/RM Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

**E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)**

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

**F. SUPPLEMENTAL INFORMATION**

**G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS**

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

**I. ADDRESSEE LIST**

**Block 14**

**Entry    Complete Mailing Address**

MDA/RM                      Missile Defense Agency  
 MDA /CT, or                ATTN: MDA / \_\_\_\_\_  
 MDA /RMC                Federal Office Building 2 – Navy Annex  
                                  1301 Southgate Road  
                                  Arlington, VA 22202

DTIC                        Defense Technical Information Center  
                                  ATTN: DTIC-FDAC  
                                  8725 John J. Kingman Road  
                                  Fort Belvoir, VA 22060-6218

BIRC                        BMD Information Resource Center  
                                  Federal Office Building 2 – Navy Annex  
                                  1301 Southgate Road  
                                  Arlington, VA 22202



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>XX</u>			
D. SYSTEM/ITEM Financial Integration and Assessment Center		E. CONTRACT/PR. NO. HQ0006-02-C-0037		F. CONTRACTOR Engineering Management Concepts			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Status Report			3. SUBTITLE Monthly Status Reports			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun. 1987		5. CONTRACT REFERENCE SOW 7.0, Contract Clause C-1		6. REQUIRING OFFICE MDA/RM			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP		b. COPIES		
16. REMARKS  Block 4: Format and Content shall be proposed by the Contractor for Contracting Officer Representative approval.  Block 8: The Contractor shall submit drafts for Contracting Officer Representative approval of format and content based on the performance standards established to include all of the following criteria:  <ul style="list-style-type: none"> <li>• Consideration of presentation of receiver information needs</li> <li>• Brief, but complete information in clear, concise, easily understood, and unambiguous terms.</li> </ul> Five (5) working days shall be allowed for MDA/RM review and comment followed by three (3) working days for Contractor submission of a final draft.  The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation. Subsequent submissions are to be provided at the beginning of the month for the prior month's activities.  Block 14:  a. Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/RM word processing, spreadsheet, and database applications.  b. Other distribution, affecting total copy requirements, will be required dependent upon presentation participation, and shall be coordinated with the Contracting Officer's Representative prior to final document submission.				a. ADDRESSEE	Draft	Final	
				MDA/RM	1	1	
				MDA/CT	0	1	
				MDA/RMC – Data Manager	0	LT	
				15. TOTAL			
⇒		1	2				
G. PREPARED BY Mr. Billy Love, MDA/RM		H. DATE 03/01/02		I. APPROVED BY Mr. Michael Wallace, BMDO/RMC		J. DATE 03/01/02	

COMPANY NAME  
COMPANY ADDRESS

**MONTHLY STATUS REPORT**

**Month Year**

**Submitted to:  
Missile Defense Agency  
MDA/RM**

**In accordance with  
Contract HQ0006-02-C-0009  
CDRL A001**

**Distribution:  
MDA/RM  
MDA /CT**

**Page 2**

**MONTHLY STATUS REPORT**

**I. SUMMARY**

The summary shall include a **brief** statement of the overall project status, covering the accomplished technical activities and development and objectives of efforts.



## **II. BODY OF REPORT**

The body of the report shall include a **brief** statement of the following terms (where applicable):

A. Milestone/task status: The status of each Unit of Work (UOW) as defined in the CDRL.

*As provided in DI-MGMT-80368, 10.2.2.1, and this CDRL Data Item.*

B. Contract Deliverable Status: A brief statement of the status of each deliverable end item as required by the contract.

C. Appendices: Appendices (where applicable) for tables, references, charts, or other descriptive material. Each Appendix shall be identified and referenced in the appropriate area of the report.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0002, 0102, 0202, 0302		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <b>XX</b>			
D. SYSTEM/ITEM Financial Integration and Assessment Center		E. CONTRACT/PR. NO HQ0006-02-C-0037		F. CONTRACTOR Engineering Management Concepts			
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar. 1997		5. CONTRACT REFERENCE Contract Clause C-1		6. REQUIRING OFFICE MDA/RM			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP				
16. REMARKS  Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation.  Block 14: Distribution to MDA/CT shall be via electronic means as directed by the PCO. FLHERs will be prepared electronically and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, contact 703-882-6558 or 703-882-6433.				a. ADDRESSEE MDA/CT		b. COPIES	
						Final	
						Draft Reg Repro	
					0	1	
15. TOTAL ⇒					0	1	
G. PREPARED BY Mr. Harvey Player, MDA/RM		H. DATE 9/20/04		I. APPROVED BY Mr. Michael Wallace, BMDO/RMC		J. DATE 9/20/04	



**STATEMENT OF WORK  
FOR  
FINANCIAL INTEGRATION AND ASSESSMENT CENTER  
FOR  
THE MISSILE DEFENSE AGENCY**

**1.0 BACKGROUND**

The current administration has made ballistic missile defense a top national security program, which has resulted in an increase in the scope of the Missile Defense Agency (MDA) mission and a corresponding need to restructure the organization to include additional MDA programs. This has created a critical situation in terms of being able to provide integrated financial services to ensure effective integration of MDA financial products, such as earned value analyses, cost estimates, and budget execution data to support the development of an auditable Annual Financial Statement, and to ensure compliance with applicable financial laws and regulations.

**2.0 PURPOSE**

To provide a Financial Integration and Assessment capability to integrate MDA financial services and products and to develop an auditable Annual Financial Statement. A central location will enhance the integration of these fiscal products to support MDA's mission and facilitate compliance with applicable financial laws and regulations.

**3.0 SCOPE**

The scope of work is to provide MDA with Financial Integration and Assessment capability to integrate MDA financial services and products and facilitate compliance with applicable financial laws and regulations. The contractor shall provide MDA the capability to carry out this critical core planning required to satisfy expanded MDA mission requirements. The contractor shall plan to facilitate the intricate and detailed functions of cost estimating, financial analysis and accounting, earned value management, performance measurement analysis, and related information management to support the automation of these processes. Co-location of these activities will create synergy among these functions and facilitate the sharing of programmatic material and information, and enhance productivity. Establishment of this automated, safe guarded, and administered annex provides for an effective and efficient centralized capability for the collection, analysis, assessment, development, and integration of MDA financial services, including classified materials.

#### 4.0 APPLICABLE DOCUMENTS

- 4.1 DOD 5220.22M, National Industrial Security Program Operating Manual (NISPOM), January 1995.
- 4.2 MDA FOB2 Concept of Operations
- 4.3 Other applicable documents in effect at the time of contract initiation.

#### 5.0 TASK DESCRIPTION

The contractor shall perform the following task to provide a financial integration and assessment capability to include the following services and/or resources:

The contractor shall provide the managerial, technical, and administrative resources required to ensure the development and integration of MDA financial functions and products to produce essential Agency financial services, including an auditable Annual Financial Statement. In addition, enhanced Financial Integration and Assessment capabilities are required to ensure the development and integration of MDA financial functions and products. This includes activities related to MDA program planning and acquisition strategy, programming, and investment analysis. The enhanced programming capability is vital to ensure adequate interplay of these various Planning, Programming and Budgeting (PPBS) activities to develop timely, sufficient acquisition program justification for OSD and the Congress. Incorporation of investment analysis capability is required to understand various analyses related to current performance and business investment options. This encompasses establishing and operating a facility to co-locate requisite government personnel and support contractors to facilitate the development and integration of financial products. Facility operation will include but not be limited to providing shuttle services, security and access control, telecommunications, office equipment, conference capabilities, video teleconferencing, logistics, and maintenance. **The Contractor will support MDA operations by providing shuttle bus transportation as follows: five (5) shuttle buses operating between FOB2, Crystal City, Sequoia Plaza and the Suffolk Building every fifteen minutes in a continuous loop, Monday through Friday from 5:30 a.m. – 7:30 p.m., using a minimum seating capacity of 18 seats per shuttle, ADA-compliant. Two drivers will be used for each bus to provide the shuttle service for 14 hours each workday.** The contractor will support financial integration activities by using key integrating and comparative tools of earned value management and cost estimating; by providing a facility for the co-location of requisite cost estimating, financial analysis and accounting, earned value management, and information management personnel; by providing computer work stations and a Local Area Network to provide connectivity among facility work stations; and by providing conference rooms and supporting meetings and conferences necessary for development of integrated financial products. Co-location of these activities will create synergy among these functions and facilitate the sharing of technical and programmatic



material and information, and enhance productivity. These financial functions and products include compliance with the requirements of the Chief Financial Officer Act, the Senior Financial Management Oversight Council, and the Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations using key integrating and comparative tools of earned value management and cost estimating. The contractor shall have knowledge of and access to support the Program, Planning, and Budgeting System (PPBES) documentation and analysis, Acquisition Plans, individual acquisition program baselines (APBs), contract baselines/baseline reviews, including schedules, budgets, funding, and estimates-at-completion to facilitate the integration of data. This organized and correlated program financial data will (1) permit integration of programs and contract objectives and schedules with cost estimating, resource planning, and budget execution and reporting; (2) facilitate compliance with external financial management, accounting, and auditing laws and regulations; and (3) promote financial efficiency, effectiveness, and timeliness. The contractor shall facilitate the development and maintenance of these integrated financial assessments for compliance with financial laws and directives including the following:

- Chief Financial Officer Act (CFOA)- the CFOA requires the MDA to prepare an Annual Financial Statement (AFS) that is compliant with the standards and principals identified in the CFOA. Preparation of the AFS requires timely, organized, correlated, and accurate financial data. Preparation of the AFS also requires personnel with knowledge of the Financial Management Improvement Program, the Federal Financial Manager's Integrity Act, and the Federal Financial Accounting Standards and their timely implementation. The CFOA also requires that MDA obtain a Certified Public Accountant assessment and audit of the AFS. One of the primary goals of the CFOA is for the Department of Defense to receive unqualified audits by an independent Certified Public Accounting (CPA) firm of all department Financial Statements. As part of this activity, MDA must continue improving financial systems and processes, conducting general and application control reviews, cleansing data, compiling financial reports, and preparing for future audits of financial statements. Co-location of the functions of cost estimating, financial analysis and accounting, earned value management, internal assessments, and information management and technology will greatly facilitate MDA compliance with CFOA requirements.
- Senior Financial Management Oversight Council (SFMOC)- In January 2001, The Department of Defense created the SFMOC to oversee and monitor actions needed to ensure that DoD critical accounting, finance, and feeder systems complied with federal financial management requirements. This process consists of five Phases: awareness, evaluation, renovation, validation, and compliance. MDA is one of the 9 designated Defense Agencies required to complete this process. To comply with Phase 1 of the process, MDA personnel are in the process of mapping the flow of financial transactional information from points of origin to reporting in the various

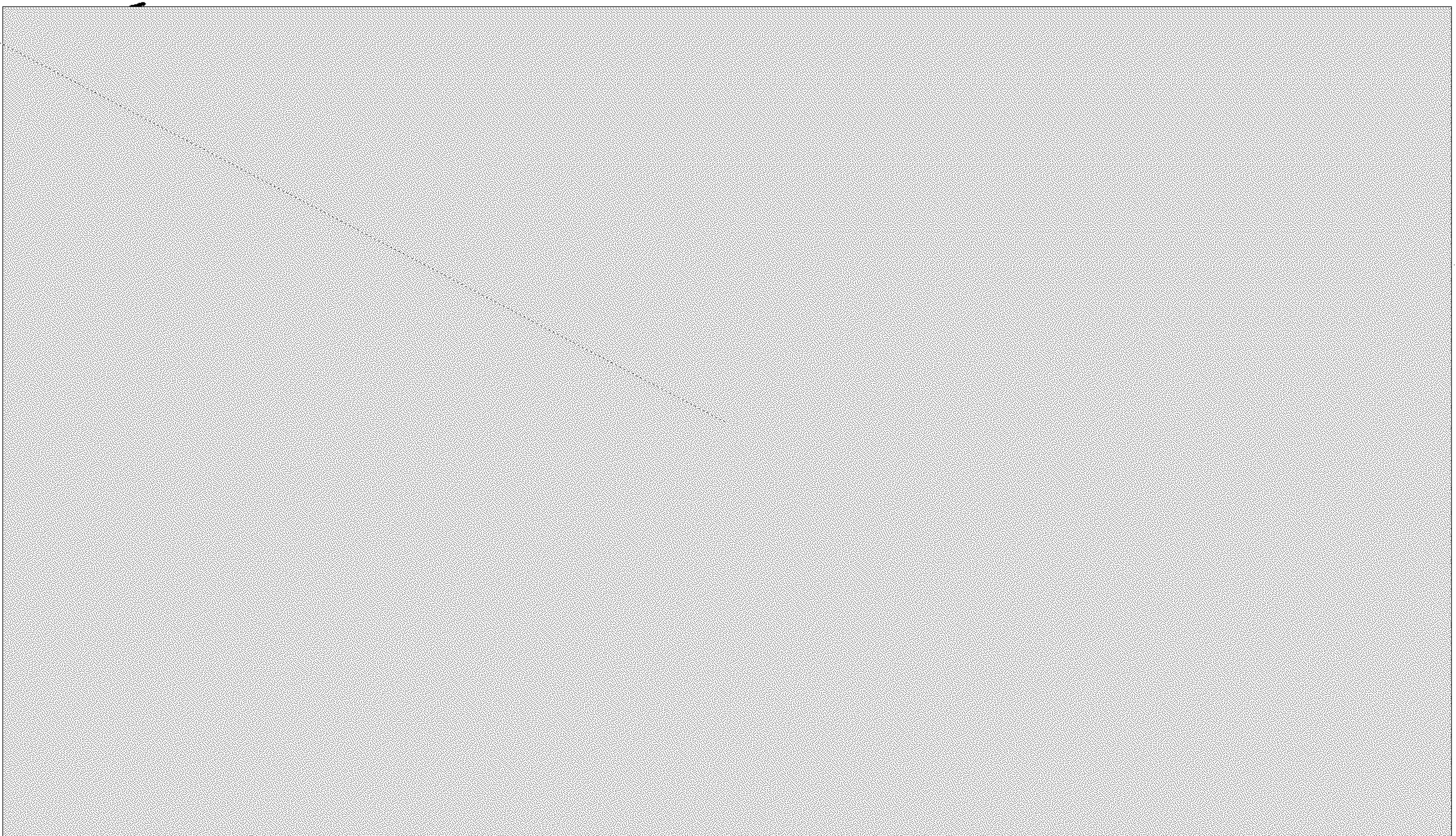


lines on the Annual Financial Statement and complying with the other criteria under Phase 1. The contractor will facilitate this process by co-locating the functions of cost estimating, financial analysis and accounting, performance measurement analysis, and information management and technology.

- **Tri-Annual Review of Commitments, Obligations, and Unliquidated Obligations-** The Department of Defense Financial Management Regulations require MDA to conduct a tri-annual review of commitments, obligations, and unliquidated obligations. This requirement entails a detailed review of all Procurement, Research, Development, Testing and Evaluation and Military Construction funds in excess of \$200,000. This review must be completed within 14 days after January 31, May 31, and September 30, and a formal signed confirmation statement must be prepared and forwarded to the Department of Defense, Office of the Deputy Comptroller. The contractor shall facilitate this Tri-Annual Review process by co-locating the necessary data, automation, and review functions.
- **Promote Efficiency, Effectiveness, and Timeliness-** Besides compliance with various external financial laws and directives, the contractor shall promote increased financial efficiency, effectiveness, and timeliness. These co-located MDA activities will facilitate the linkage of budget and accounting processes, the execution of internal financial management improvement studies with program contract baseline cost, schedule, and risk analysis, and the monitoring of property accountability and documentation.

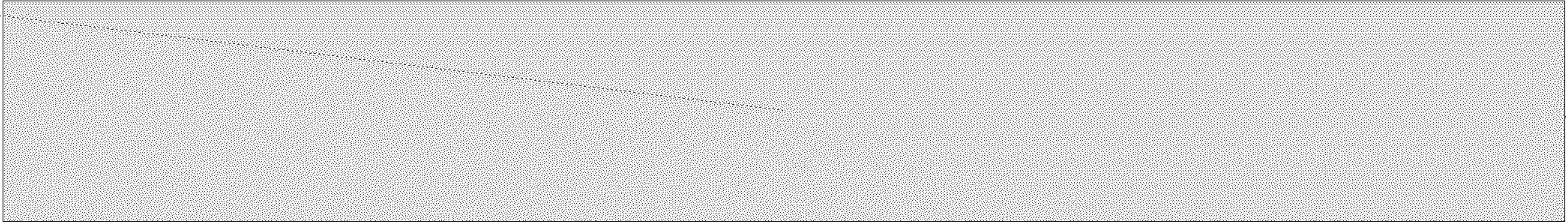
## 5.1 SECURITY SERVICES

(b)(2)





(b)(2)



#### **6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for a base period of 2 years from the start of the contract with 3 one-year options.

#### **7.0 DELIVERABLES**

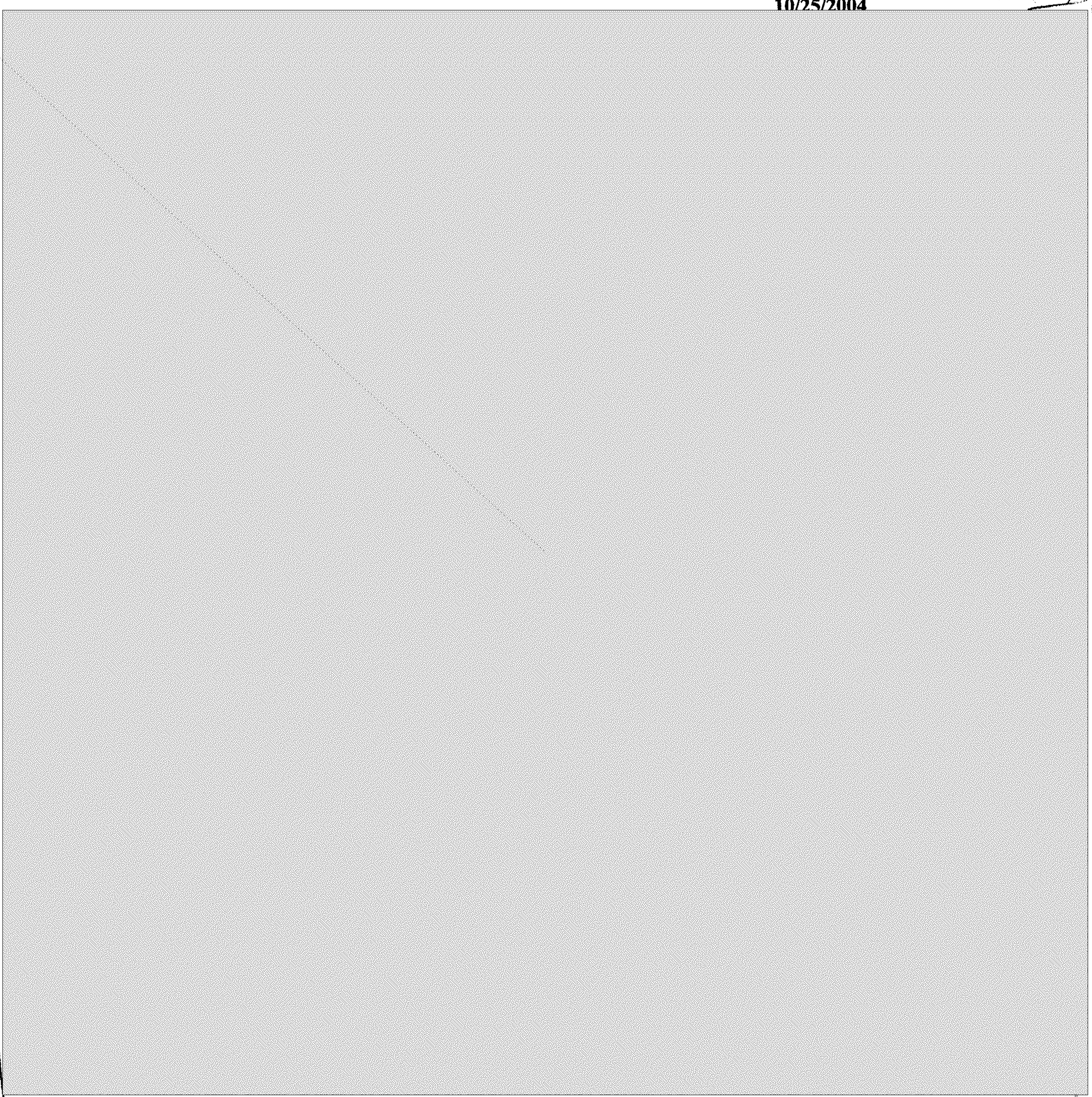
The contractor will provide the government with a monthly status report covering all areas of this statement of work. The report will be provided 20 days after the completion of the reporting period.

#### **8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR) AND TECHNICAL ASSISTANT (TA).**


The COR and TA for this contract is Mr. Harvey Player, MDA/RM, phone (703) 486-6907.



(b)(2)





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1   4</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00019</b>		3. EFFECTIVE DATE <b>25-Oct-2004</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-02-C-0037			
				X 10B. DATED (SEE ITEM 13) 27-Nov-2002			
CODE <b>1DB04</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 "Limitation of Funds"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$2,137,358.00. See page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 882-6428 EMAIL: marc.lesser@mda.osd.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 25-Oct-2004	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	Incremental Funding for CLIN 0101 CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
					\$0.00
				TOTAL EST COST + FEE	
	ACRN AK Funded Amount				\$3,118,000.00

FOB: Destination

SUBCLIN 010102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	Incremental Funding for CLIN 0101 CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
					\$0.00
				TOTAL EST COST + FEE	
	ACRN AN Funded Amount				\$2,137,358.00

FOB: Destination



The following have been modified:

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**The following ACRNs and funding amounts apply to CLIN 0001**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
<b>Total CLIN 0001 funding:</b>	<b>\$0</b>	<b>\$10,029,972.00</b>

**The following ACRNs and funding amounts apply to CLIN 0101**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 010101 ACRN AK:	\$0	\$3,118,000.00
The following funds obligated on SubCLIN 010102 ACRN AN:	\$2,137,358.00	\$2,137,358.00
<b>Total CLIN 0101 funding:</b>	<b>\$2,137,358.00</b>	<b>\$5,255,358.00</b>

**The following ACRNs and funding amounts apply to CLIN 0103**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$0	\$457,633.00
The following funds obligated SubCLIN 0103AA ACRN AM:	\$0	\$163,833.00
<b>Total CLIN 0004 funding:</b>	<b>\$0</b>	<b>\$621,466.00</b>

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$10,029,972.00
CLIN 0101:	\$ 5,255,358.00
<u>CLIN 0103:</u>	<u>\$ 621,466.00</u>
Total:	\$15,906,796.00

Estimated funds exhaustion date: March 31, 2005

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$2,137,358.00 from \$13,769,438.00 to \$15,906,796.00.

**CLIN 0101:**

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694 was decreased by \$3,118,000.00 from \$3,118,000.00 to \$0.00

**SUBCLIN 010101:**

Funding on SUBCLIN 010101 is initiated as follows:

ACRN: AK

Acctng Data: 9740400.2520 60901598C 2312 012123 BMDO0137589694

Increase: \$3,118,000.00

Total: \$3,118,000.00

**SUBCLIN 010102:**

Funding on SUBCLIN 010102 is initiated as follows:

ACRN: AN

Acctng Data: 9750400.2520 60901598C 2311 012123 BMDO0146945547

Increase: \$2,137,358.00

Total: \$2,137,358.00

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1   5</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00020</b>		3. EFFECTIVE DATE <b>01-Dec-2004</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE <b>HQ0006</b>		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 296 WILLIS DRIVE SUITE B CAMARILLO CA 93010				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
				X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of the Parties</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>2</b> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise the recurring costs associated with FIAC Phase V which were added via modification P00015, increase the contract value to include the nonrecurring costs of FIAC Phase V and provide incremental funding in the amount of \$226,776.18. See pages 2 - 5.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Kristine M Gardner V.P. - Programs</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marc Lesser</b>			
				TEL: <b>Contracting Officer</b> EMAIL:			
15B. CONTRACTOR/OFFEROR <b>Kristine M Gardner</b> (Signature of person authorized to sign)		15C. DATE SIGNED <b>12/20/04</b>		16B. UNITED STATES OF AMERICA BY <b>Marc Lesser</b> (Signature of Contracting Officer)		16C. DATE SIGNED <b>12/28/04</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$226,776.18 from \$16,369,226.55 to \$16,596,002.73.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The estimated/max cost has decreased by \$5,393.25 from \$5,015,612.00 to \$5,010,218.75.

The fixed fee has decreased by \$403.71 from \$239,746.00 to \$239,342.29.

The total cost of this line item has decreased by \$5,796.96 from \$5,255,358.00 to \$5,249,561.04.

CLIN 0201

The estimated/max cost has increased by \$721.27 from \$5,207,237.00 to \$5,207,958.27.

The fixed fee has decreased by \$112.51 from \$248,906.00 to \$248,793.49.

The total cost of this line item has increased by \$608.76 from \$5,456,143.00 to \$5,456,751.76.

CLIN 0301

The estimated/max cost has increased by \$947.00 from \$5,406,150.00 to \$5,407,097.00.

The fixed fee has decreased by \$102.83 from \$258,414.00 to \$258,311.17.

The total cost of this line item has increased by \$844.17 from \$5,664,564.00 to \$5,665,408.17.

SUBCLIN 0103AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103AB			Group		
EXERCISED OPTION	Phase V FIAC - RMA Consolidation CPFF Phase V - Sequoia Plaza Building 2120, First Floor The leased space will require buildout and outfitting of 17 work stations, a conference room, a LAN room, and associated telecommunications. There is no requirement for additional security and/or access control support.				
				ESTIMATED COST	\$221,963.29
				FIXED FEE	\$10,609.85
					<hr/>
				TOTAL EST COST + FEE	\$232,573.14
	ACRN AM Funded Amount				\$226,776.18
	ACRN AN Funded Amount				\$5,796.96

FOB: Destination



The following have been modified:

**B-2 ESTIMATED COST AND FIXED FEE**

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	\$26,260,064.86
Fixed Fee:	\$ <u>1,458,097.80</u>
Estimated Cost-Plus-Fixed-Fee:	\$27,718,162.66

**SECTION E Inspection and Acceptance**

The following Acceptance/Inspection Schedule was added for SUBCLIN 0103AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

**SECTION F Deliveries or Performance**

The following Delivery Schedule item has been added to SUBCLIN 0103AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**The following ACRNs and funding amounts apply to CLIN 0001**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
<b>Total CLIN 0001 funding:</b>	<b>\$0</b>	<b>\$10,029,972.00</b>

**The following ACRNs and funding amounts apply to CLIN 0101**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 010101 ACRN AK:	\$0	\$3,118,000.00
The following funds obligated on SubCLIN 010102 ACRN AN:	(\$5,796.96)	\$2,131,561.04
<b>Total CLIN 0101 funding:</b>	<b>(\$5,796.96)</b>	<b>\$5,249,561.04</b>

**The following ACRNs and funding amounts apply to CLIN 0103**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$0	\$457,633.00
The following funds obligated on SubCLIN 0103AA ACRN AM:	\$0	\$163,833.00
The following funds obligated on SubCLIN 0103AB ACRN AN:	\$5,796.96	\$5,796.96
The following funds obligated on SubCLIN 0103AB ACRN AM:	\$226,776.18	\$226,776.18
<b>Total CLIN 0103 funding:</b>	<b>\$232,573.14</b>	<b>\$854,039.14</b>



**G-8     ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$10,029,972.00
CLIN 0101:	\$ 5,249,561.04
CLIN 0103:	\$ 854,039.14
Total:	\$16,133,572.18
Estimated funds exhaustion date:	March 31, 2005

**G-9     ACCOUNTING AND APPROPRIATION DATA**

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$226,776.18 from \$15,906,796.00 to \$16,133,572.18.

SUBCLIN 010102:

AN: 9750400.2520 60901598C 2311 012123 BMDO0146945547 was decreased by \$5,796.96 from \$2,137,358.00 to \$2,131,561.04

SUBCLIN 0103AB:

Funding on SUBCLIN 0103AB is initiated as follows:

ACRN: AN

Acctng Data: 9750400.2520 60901598C 2311 012123 BMDO0146945547

Increase: \$5,796.96

Total: \$5,796.96

ACRN: AM

Acctng Data: 9740400.2520 40603886C 2525 012123 BMDO0145903486

Increase: \$226,776.18

Total: \$226,776.18

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   5</b>
<b>2. AMENDMENT/MODIFICATION NO.</b> <b>P00021</b>	<b>3. EFFECTIVE DATE</b> <b>31-Jan-2005</b>	<b>4. REQUISITION/PURCHASE REQ. NO.</b>	<b>5. PROJECT NO. (If applicable)</b>		
<b>6. ISSUED BY</b> MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	<b>CODE</b> <b>HQ0006</b>	<b>7. ADMINISTERED BY (If other than Item 6)</b> DCMA VAN NUYS 6230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713		<b>CODE</b> <b>S0512A</b>	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)</b> ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 296 WILLIS DRIVE SUITE B CAMARILLO CA 93010			<b>9A. AMENDMENT OF SOLICITATION NO.</b>		
			<b>9B. DATED (SEE ITEM 11)</b>		
			<input checked="" type="checkbox"/> <b>10A. MOD. OF CONTRACT/ORDER NO.</b> <b>HQ0006-02-C-0037</b>		
			<input checked="" type="checkbox"/> <b>10B. DATED (SEE ITEM 13)</b> <b>27-Nov-2002</b>		
<b>CODE 1DB04</b>			<b>FACILITY CODE</b>		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE <b>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN            REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,            provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</b>					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>					
<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).</b>					
<input checked="" type="checkbox"/> <b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties</b>					
<b>D. OTHER (Specify type of modification and authority)</b>					
<b>E. IMPORTANT: Contractor</b> <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> The purpose of this modification is to incorporate MDA's requirement for the construction of two hard-walled offices at 2100 Washington Boulevard resulting from personnel relocations associated with FIAC Phase V renovations; realign contract funding, and provide incremental funding in the amount of \$15,375.82. See pages 2- 5.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> <b>Kristine M. Gardner, V.P. Programs</b>			<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> <b>Marc Lesser</b>		
<b>15B. CONTRACTOR/OFFEROR</b> <i>Kristine M Gardner</i> (Signature of person authorized to sign)			<b>16B. UNITED STATES OF AMERICA</b> <i>Marc Lesser</i> (Signature of Contracting Officer)		
<b>15C. DATE SIGNED</b> <b>2/8/05</b>			<b>16C. DATE SIGNED</b> <b>2/9/05</b>		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$17,686.22 from \$16,596,002.73 to \$16,613,688.95.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0103AB

The CLIN extended description has changed from: "Phase V - Sequoia Plaza Building 2120, First Floor. The leased space will require buildout and outfitting of 17 work stations, a conference room, a LAN room, and associated telecommunications. There is no requirement for additional security and/or access control support."

To: "Phase V - Sequoia Plaza Building 2120, First Floor. The leased space will require buildout and outfitting of 17 work stations, a conference room, a LAN room, and associated telecommunications. Related to this work is the creation of room A3022 and a new access door into the area A3022A-H in Sequoia Plaze, 2100 Washington Boulevard, Third floor. There is no requirement for additional security and/or access control support."

The estimated/max cost has increased by \$16,879.39 from \$221,963.29 to \$238,842.68.

The fixed fee has increased by \$806.83 from \$10,609.85 to \$11,416.68.

The total cost of this line item has increased by \$17,686.22 from \$232,573.14 to \$250,259.36.

CLIN 0203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	Enhanced FIAC				
OPTION	CPFF				
	Provide enhanced FIAC to support MDA/RM as required.				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 0203AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203AA			Dollars, U.S.		
OPTION	Phase V FIAC - RMA Consolidation CPFF The government requires creation of a hard-walled office in Suite 150, Sequoia Plaza, 2100 Washington Boulevard as a result of personnel relocations related to the Phase V RMA Consolidation at Sequoia Plaza Building 2120, First Floor. There is no requirement for additional security and/or access control support.				
				ESTIMATED COST	\$17,072.99
				FIXED FEE	\$816.09
				TOTAL EST COST + FEE	\$17,889.08
	Funded Amount				\$0.00

FOB: Destination

The following have been modified:

**B-2 ESTIMATED COST AND FIXED FEE**

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	\$26,294,017.24
Fixed Fee:	\$ 1,459,721.53
Estimated Cost-Plus-Fixed-Fee:	\$27,753,738.77

**SECTION E Inspection and Acceptance**

The following Acceptance/Inspection Schedule was added for CLIN 0203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

**SECTION F Deliveries or Performance**

The following Delivery Schedule item has been added to SUBCLIN 0203AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2005 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006



**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**The following ACRNs and funding amounts apply to CLIN 0001**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	\$0	\$1,744,000.00
<b>Total CLIN 0001 funding:</b>	<b>\$0</b>	<b>\$10,029,972.00</b>

**The following ACRNs and funding amounts apply to CLIN 0101**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 010101 ACRN AK:	\$0	\$3,118,000.00
The following funds obligated on SubCLIN 010102 ACRN AN:	(\$2,310.40)	\$2,129,250.64
<b>Total CLIN 0101 funding:</b>	<b>(\$2310.40)</b>	<b>\$5,247,250.64</b>

**The following ACRNs and funding amounts apply to CLIN 0103**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$0	\$457,633.00
The following funds obligated on SubCLIN 0103AA ACRN AM:	\$0	\$163,833.00
The following funds obligated on SubCLIN 0103AB ACRN AN:	\$2,310.40	\$8,107.36
The following funds obligated on SubCLIN 0103AB ACRN AM:	\$15,375.82	\$242,152.00
<b>Total CLIN 0103 funding:</b>	<b>\$17,686.22</b>	<b>\$871,725.36</b>

**G-8     ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$10,029,972.00
CLIN 0101:	\$ 5,247,250.64
CLIN 0103:	\$ 871,725.36
Total:	\$16,148,948.00
Estimated funds exhaustion date:	March 31, 2005

**G-9     ACCOUNTING AND APPROPRIATION DATA****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$15,375.82 from \$16,133,572.18 to \$16,148,948.00.

**SUBCLIN 010102:**

AN: 9750400.2520 60901598C 2311 012123 BMDO0146945547 was decreased by \$2,310.40 from \$2,131,561.04 to \$2,129,250.64

**SUBCLIN 0103AB:**

AN: 9750400.2520 60901598C 2311 012123 BMDO0146945547 was increased by \$2,310.40 from \$5,796.96 to \$8,107.36

AM: 9740400.2520 40603886C 2525 012123 BMDO0145903486 was increased by \$15,375.82 from \$226,776.18 to \$242,152.00

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>U</b>		PAGE OF PAGES <b>1   12</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00022</b>		3. EFFECTIVE DATE <b>01-Apr-2005</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY <b>MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100</b>		CODE <b>HQ0006</b>	7. ADMINISTERED BY (If other than item 6) <b>DCMA VAN NUYS 8230 VAN NUYS BOULEVARD VAN NUYS CA 91401-2713</b>		CODE <b>S0512A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>ENGINEERING MANAGEMENT CONCEPTS, INC PATRICK D. HAUN 295 WILLIS DRIVE SUITE B CAMARILLO CA 93010</b>			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0006-02-C-0037</b>			
			X 10B. DATED (SEE ITEM 13) <b>27-Nov-2002</b>			
CODE <b>1DB04</b>		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) <b>Exercise of Option clause</b>						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to extend the period of performance for CLIN 0103AB through 31 May 05 at no additional cost to the government; exercise option 2; update clause H-8 to include contractor employee out-processing procedures; update clause H-12 to include "Execution" data; transfer \$800,000 of funding from CLIN 0001 to CLIN 0201; and provide incremental funding in the amount of \$2,600,994.32. See pages 2-12.						
<small>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>						
15A. NAME AND TITLE OF SIGNER (Type or print) <b>Kristine M. Gardner, V.P., Programs</b>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marc Lesser</b>			
			TEL: <b>Contracting Officer</b> EMAIL:			
15B. CONTRACTOR/OFFEROR <i>Kristine M Gardner</i> (Signature of person authorized to sign)		15C. DATE SIGNED <b>03/23/2005</b>		16B. UNITED STATES OF AMERICA BY <i>Marc Lesser</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>3/28/05</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,474,640.84 from \$16,613,688.95 to \$22,088,329.79.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0201

The option status has changed from Option to Option Exercised.

CLIN 0202

The option status has changed from Option to Option Exercised.

CLIN 0203

The option status has changed from Option to Option Exercised.

SUBCLIN 0203AA

The option status has changed from Option to Option Exercised.

SUBCLIN 020101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Incremental funding for CLIN 0201 CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AK Funded Amount				\$600,000.00

FOB: Destination

SUBCLIN 020102 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Incremental funding for CLIN 0201 CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AN Funded Amount				\$2,583,105.24

FOB: Destination

The following have been modified:

**SECTION F Deliveries or Performance**

The following Delivery Schedule item for CLIN 0103 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2004 TO 31-MAY-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

The following Delivery Schedule item for SUBCLIN 0103AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-DEC-2004 TO 31-MAY-2005	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006



The following Delivery Schedule item has been added to CLIN 0203:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2005 TO 31-MAR-2006	N/A	MISSILE DEFENSE AGENCY (MDA) HARVEY PLAYER CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 486-6907 FOB: Destination	HQ0006

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

CLINs may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

**The following ACRNs and funding amounts apply to CLIN 0001**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 000101 ACRN AA:	\$0	\$2,988,047.00
The following funds obligated on SubCLIN 000102 ACRN AB:	\$0	\$380,000.00
The following funds obligated on SubCLIN 000102 ACRN AC:	\$0	\$639,402.00
The following funds obligated on SubCLIN 000102 ACRN AD:	\$0	\$1,135,112.00
The following funds obligated on SubCLIN 000102 ACRN AE:	\$0	\$1,113,502.00
The following funds obligated on SubCLIN 000102 ACRN AF:	\$0	\$626,079.00
The following funds obligated on SubCLIN 000102 ACRN AG:	\$0	\$96,710.00
The following funds obligated on SubCLIN 000102 ACRN AH:	\$0	\$1,286,880.00
The following funds obligated on SubCLIN 000102 ACRN AJ:	\$0	\$20,240.00
The following funds obligated on SubCLIN 000103 ACRN AK:	(\$600,000.00)	\$1,144,000.00
<b>Total CLIN 0001 funding:</b>	<b>(\$600,000.00)</b>	<b>\$9,429,972.00</b>

**The following ACRNs and funding amounts apply to CLIN 0101**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 010101 ACRN AK:	\$0	\$3,118,000.00
The following funds obligated on SubCLIN 010102 ACRN AN:	\$0	\$2,129,250.64
<b>Total CLIN 0101 funding:</b>	<b>\$0</b>	<b>\$5,247,250.64</b>

**The following ACRNs and funding amounts apply to CLIN 0103**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 0103AA ACRN AL:	\$0	\$457,633.00
The following funds obligated on SubCLIN 0103AA ACRN AM:	\$0	\$163,833.00
The following funds obligated on SubCLIN 0103AB ACRN AN:	\$0	\$8,107.36
The following funds obligated on SubCLIN 0103AB ACRN AM:	\$0	\$242,152.00
<b>Total CLIN 0103 funding:</b>	<b>\$0</b>	<b>\$871,725.36</b>



**The following ACRNs and funding amounts apply to CLIN 0201**

	Net Change This Mod Only	Total
The following funds obligated on SubCLIN 020101 ACRN AK:	\$600,000.00	\$600,000.00
The following funds obligated on SubCLIN 020102 ACRN A:	\$2,583,105.24	\$2,583,105.24
<b>Total CLIN 0101 funding:</b>	<b>\$3,183,105.24</b>	<b>\$3,183,105.24</b>

**The following ACRNs and funding amounts apply to CLIN 0203**

	Net Change This Mod Only	Total
The following funds obligated on CLIN 0203 ACRN A:	\$17,889.08	\$17,889.08
<b>Total CLIN 0203 funding:</b>	<b>\$17,889.08</b>	<b>\$17,889.08</b>

**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is as follows:

CLIN 0001:	\$9,429,972.00
CLIN 0101:	\$5,247,250.64
CLIN 0103:	\$ 871,725.36
CLIN 0201:	\$3,183,105.24
CLIN 0203:	\$ 17,889.08
<b>Total:</b>	<b>\$18,749,942.32</b>
Estimated funds exhaustion date: October 31, 2005	

**G-9 ACCOUNTING AND APPROPRIATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,600,994.32 from \$16,148,948.00 to \$18,749,942.32.

SUBCLIN 000103:

AK: 9740400.2520 60901598C 2312 012123 BMDO0137589694 was decreased by \$600,000.00 from \$1,744,000.00 to \$1,144,000.00

SUBCLIN 020101:

Funding on SUBCLIN 020101 is initiated as follows:

ACRN: AK  
 Acctng Data: 9740400.2520 60901598C 2312 012123 BMDO0137589694  
 Increase: \$600,000.00  
 Total: \$600,000.00

SUBCLIN 020102:

Funding on SUBCLIN 020102 is initiated as follows:

ACRN: AN

Acctng Data: 9750400.2520 60901598C 2311 012123 BMDO0146945547

Increase: \$2,583,105.24

Total: \$2,583,105.24

SUBCLIN 0203AA:

AP: 9750400.2520 0603882C 2525 012123 BMDO0154758675 was increased by \$17,889.08 from \$0.00 to \$17,889.08

The contract ACRN AP has been added.



**SECTION H Special Contract Requirements****H-8 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004)**

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this order. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes timely action to:

- (1) Remove the employee from the current Visit Authorization Request/Letter;
- (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) Terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

**H-12 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION (PPBE) DATA (OCT 2004)**

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting and Execution (PPBE) Data" where applicable.

b. The Prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

- (a) Company's name and complete address;
- (b) Affiliation; and
- (c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

- (a) Company's name and complete address;
- (b) Relationship; and
- (c) Nature of the company's business.

The Contracting Officer shall be notified immediately in writing in the event of any changes in b (1) and (2) above throughout the lifetime of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.

(1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.

(2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.

(3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.

(4) Execution data relates to the recording of expenditures that document how the funds were spent.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)," May 22, 1984 and other sources are considered PPBE documents:

**(1) PLANNING**

- (a) Strategic Planning Guidance (SPG)
- (b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
- (c) Directors' Intent
- (d) Technical Planning Guide

**(2) PROGRAMMING**

- (a) Program Objective Memoranda (POM)
- (b) Joint Programming Guidance (JPG)
- (c) Future Year Defense Program (FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Change Proposals (PCPs)
- (e) POM Issue Papers
- (f) Proposed Program Reductions (Or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

**(3) BUDGETING**

- (a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
- (b) Financial Control Board (FCB) Documentation
- (c) Classified P-1, R-1, & C-1 Program Annexes
- (d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)
- (e) Reports Generated by the Comptroller Information System (CIS)



(f) Budget Change Proposals (BCPs)

**(4) EXECUTION**

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreement" (MDA Form 099) attached to the Contracting Officer within fifteen (15) days after the award of this contract. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01.

(2) Handle PPBE data as for official use only.

(3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.

(4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)

(5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to PPBE data.

f. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to PPBE data, such as departures, new employees, or employees who no longer need access to such data under this contract.

g. Contractor personnel who have been granted access to PPBE data shall process when possible, such data in Government workspaces using equipment furnished by the Government. However, if a contractor anticipates processing PPBE data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's written request should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

- (1) Information Systems Directorate - all ADP equipment.

(2) Resources Management Facilities Logistics Directorate - all other equipment, such as telefax and reproduction machines, tables, chairs, and mobile and permanent white boards.

h. Processing PPBE data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of PPBE data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining and safeguarding such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045.01. The plan shall be approved in writing by the Contracting Officer prior to removal of any PPBE data from a Government facility or the processing of any such data in the contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of PPBE data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer.

NOTE: A plan is not required for Contractor personnel who have been given prior access to PPBE data to transport, process, or maintain such data at a Government or an MDA-approved contractor facility. (Verification of MDA approved Contractor facilities and authorized personnel can be obtained only from the Contracting Officer.)

i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.

j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

k. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies, as provided for under this contract or under Federal laws. Noncompliance with the provisions of this clause may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

(End of Summary of Changes)